



WEST COAST REGIONAL OFFICE

United Fire & Casualty Company  
United Life Insurance Company  
United Fire & Indemnity Company  
United Fire Lloyds  
UFG Specialty Insurance Company  
Addison Insurance Company  
Financial Pacific Insurance Company  
Franklin Insurance Company  
Lafayette Insurance Company  
Mercer Insurance Company  
Mercer Insurance Company  
of New Jersey, Inc.

## POLICY CERTIFICATION

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE FOLLOWING  
COVERAGE PARTS FOR POLICY NUMBER 60443715 ISSUED BY THE UNITED FIRE  
GROUP COMPANIES.

- COMMERCIAL GENERAL LIABILITY

A handwritten signature in cursive script, reading "Maria K. May", enclosed within a large, hand-drawn oval.

MARIA K. MAY  
UNDERWRITING SUPPORT STAFF SUPERVISOR  
WEST COAST REGIONAL OFFICE  
UNITED FIRE GROUP

SIGNED THIS 16<sup>TH</sup> DAY OF MAY 2017.

60443715 \*\*\*

730069

UNITED FIRE & CASUALTY COMPANY  
P.O. Box 73909  
Cedar Rapids, IA 52407-3909  
Phone: 800-371-8067

This is not a bill. You  
will be billed separately  
when premium is due.

UNITED FIRE & CASUALTY COMPANY

118 2nd Ave SE  
Cedar Rapids, IA 52401

KINKAID CIVIL CONSTRUCTION

ATTN: JEFFRIE BORUM

4505 E VIRGINIA ST

MESA

AZ 85215-9100

## UNI-PAK POLICY

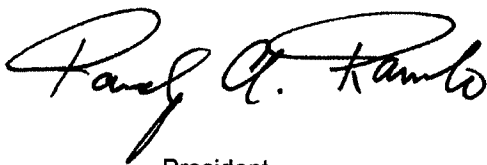


## COMMERCIAL LINES POLICY

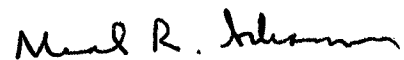


## UNITED FIRE & CASUALTY COMPANY

118 Second Avenue SE  
P.O. Box 73909  
Cedar Rapids, IA 52407-3909



President



Secretary

A STOCK INSURANCE COMPANY

**UNITED FIRE & CASUALTY COMPANY**

PO Box 73909, Cedar Rapids IA 52407

**POLICY NUMBER:** 60443715**ACCOUNT NUMBER:** 3000249653**DIRECT BILL -**

<b>ISSUE DATE</b> 10-02-2016 <b>ACV REPLACEMENT OF</b> 0108 60443715		<b>POLICY SUMMARY</b>
<b>NAMED KINKAID CIVIL CONSTRUCTION LLC</b> <b>INSURED</b> <b>AND</b> <b>ADDRESS</b> 4505 E VIRGINIA ST <b>MESA</b> <b>AZ 85215-9100</b>		<b>AGENCY &amp; CODE</b> 730069 <b>COMMERCIAL WEST INS AGENCY</b> <b>1225 WEST HOUSTON AVE #101</b>  <b>GILBERT AZ</b> <b>85233</b>
<b>POLICY PERIOD:</b> <b>FROM:</b> 03-15-2016		<b>TO:</b> 03-15-2017

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will terminate after any statutorily required notices are mailed to you. An insufficient funds check is not considered payment. The insurance afforded under any coverage part set forth below is only in the amounts and to the extent set forth in such coverage part, subject to all terms of the policy having reference thereto.

**COVERAGE****LIMIT**

**INTERNET SECURITY & PRIVACY** 500 Ded 25,000  
 The Premium for this Coverage is shown on the  
 (2) **COMMERCIAL GENERAL LIABILITY** Declarat  
 Standard Protection  
 Endorsement Period 03/15/2016 to 03/15/2017  
 Claims expense is inside limit of liability.

This Additional Coverages Declaration provides information for coverages endorsed on to a specific coverage line. Please refer to the coverage line indicated above for a copy of the endorsement.

**X**  
 (COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE)

**UNITED FIRE & CASUALTY COMPANY**

PO Box 73909, Cedar Rapids IA 52407

**POLICY NUMBER:** 60443715

ACCOUNT NUMBER: 3000249653

(2) COMMERCIAL GENERAL LIABILITY

DIRECT BILL -

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

ISSUE DATE 10-02-2016 ACV REPLACEMENT OF 0108 60443715		DECLARATIONS AMENDED 06/24/2016	
<b>NAMED KINKAID CIVIL CONSTRUCTION LLC</b> <b>INSURED</b> <b>AND</b> <b>ADDRESS 4505 E VIRGINIA ST</b> <b>MESA AZ 85215-9100</b>		<b>AGENCY &amp; CODE 730069</b> <b>COMMERCIAL WEST INS AGENCY</b> <b>1225 WEST HOUSTON AVE #101</b> <b>GILBERT AZ 85233</b>	
<b>POLICY</b> 12:01 A.M. Standard time <b>PERIOD:</b> at your mailing address shown above.		<b>FROM:</b> 03-15-2016 <b>TO:</b> 03-15-2017 And for successive policy periods as stated below.	

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will terminate after any statutorily required notices are mailed to you. An insufficient funds check is not considered payment.

**LIMITS OF INSURANCE**

GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)	\$ 2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT (Any one person or organization)	\$ 1,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT (Any one premises)	\$ 100,000
MEDICAL EXPENSE LIMIT (Any one person)	\$ 5,000

**RETROACTIVE DATE** (CG 00 02 Only) Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here. (enter date or "None" if no Retroactive Date applies)

**BUSINESS DESCRIPTION** WET & DRY UTILITIES COMMERCIAL**FORM OF BUSINESS:** \_\_\_ Individual \_\_\_ Joint Venture \_\_\_ Partnership \_\_\_ Corporation ☒ Other LL COMPANY

Classifications and Locations of All Premises You Own, Rent or Occupy	Codes	Premium Basis	Rates		Advance Premiums	
			Pr/CO	All Other	Pr/CO	All Other
AZ LOC# 01 4505 E VIRGINIA STR MESA, AZ 85215						
COMM CONTRACTOR EXEC SUPVRS OR EXEC SUPERINTENDENTS INC PR/CO 21580P)		430,000				
			INCL	5.392	INCL	2319
COMM CONTRACTORS-SUBCONTRACTED NOT BUILDING CONSTRUCTION 21581C)		2,500,000				
			1.939	1.064	4848	2660

CONTINUED ON CG7004

**PREMIUM BASIS DEFINITIONS**

a) Area per 1000 sq ft	c) Total Cost per \$1000	g) Gallons per 1000	m) Admissions per 1000	p) Payroll per \$1000	s) Gross Sales per \$1000	t) Defined Above	u) Units per unit
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Premium Charge Forms	Advance Premium	Premium Charge Forms	Advance Premium
SEE UW7002			

**Other Forms** SEE UW7002**Amend Reason** AMEND PAYROLL EFF 3/15/16

**PREMIUM FOR THIS COVERAGE PART** \$ 30,769  
**Endorsement Adjustment Premium** \$ 9,377 ADDITIONAL

This Declarations Page supersedes and replaces any preceding declarations page bearing the same policy number for this policy period.

**X**

(COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE)

CG 70 01 02 05

POLICY NUMBER: 60443715

## COMMERCIAL GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS

Classifications and Locations of All Premises You Own, Rent or Occupy	Codes	Premium Basis	Rates		Advance Premiums	
			Pr/CO	All Other	Pr/CO	All Other
COMMERCIAL EXCAVATION	24007P)	1,000				
			11.225	10.623	11	11
COMMERCIAL SEWER MAINS OR CONNECTIONS CONSTRUCTION	28820P)	900,000				
			5.449	8.260	4904	7434
COMMERCIAL WATER MAINS OR CONNECTIONS CONSTRUCTION	29946P)	1,280,000				
			1.504	2.661	1925	3406
CONDUIT CONSTRUCTION FOR CABLES OR WIRES	91577P)					
		1	6.991	14.175		
LIMITED POLLUTION COVERAGE WORK SITES						1376
LIABILITY PLUS						70
INTERNET SECURITY & PRIVACY						139
See UW1792 for Coverage Information						
Certified Acts of Terrorism Coverage						603

<b>POLICY NUMBER:</b> 60443715
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**COMMERCIAL GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS - ADDITIONAL INSUREDS**

Schedule of Additional Insureds	Premium
OWNERS, LESSEES OR CONTRACTORS (LIMITED COMPLETED OPERATIONS COVERAGE) CG2010R- -ARIZONA ENDORSEMENT EFFECTIVE FROM: 03/15/2016 TO: 03/15/2017 THIS ENDORSEMENT APPLIES TO THE FOLLOWING CLASSES ON THE POLICY 21580 COMM CONTRACTOR EXEC SUPVRS OR EXEC SUPERINTENDENTS INC PR/CO 21581 COMM CONTRACTORS-SUBCONTRACTED NOT BUILDING CONSTRUCTION 24007 COMMERCIAL EXCAVATION 28820 COMMERCIAL SEWER MAINS OR CONNECTIONS CONSTRUCTION 29946 COMMERCIAL WATER MAINS OR CONNECTIONS CONSTRUCTION 91577 CONDUIT CONSTRUCTION FOR CABLES OR WIRES	550

POLICY NUMBER:

60443715

## FORMS SUPPLEMENTAL DECLARATIONS

The following coverage form(s) govern coverage that is not limited to any specific state even though they are specifically listed in only one state in the declarations.

## Premium

Applicable to the state of Arizona

CG2417(10-01)	CONTRACTUAL LIAB-RAILROADS	350
IL7094(09-12)	IDENTITY RECOVERY COVG	38
SPECENDP(00-00)	SPECIAL END-PREMIUM	125
*SPECENDS(02-02)	SPECIAL END-OUT OF SEQUENCE	3,589

## Other Forms

Applicable to the state of Arizona

CG0001(04-13)	COMM GENERAL LIAB COVG FORM
CG2010R-(12-11)	ADDL INSD-BLANKET COVG
CG2106(05-14)	EXCL-ACCESS/DISCLOSURE OF CONFIDENTIAL/PERSONAL
CG2144(07-98)	LIMITATION OF COVG TO DESIGNATED PREMISES/PROJECT
CG2147(12-07)	EMPLOYMENT-RELATED PRACTICES EXCL
CG2150(04-13)	AMENDMENT OF LIQUOR LIAB EXCLUSION
CG2165-(12-04)	TOTAL POLLUTION EXCL W/BLDG HEATING COOLING
CG2167(12-04)	FUNGI/BACTERIA EXCL
CG2170(01-15)	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG2187(01-15)	CONDITIONAL EXCL OF TERRORISM
CG2196(03-05)	SILICA/SILICA-RELATED DUST EXCL
CG2279(04-13)	EXCL-CONTRACTORS-PROFESSIONAL LIAB
*CG7001(02-05)	COMMERCIAL GENERAL LIABILITY COVERAGE PART
*CG7004(02-05)	COMM GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS
CG7079(02-99)	DISCRIMINATION EXCL
CG7099(04-05)	LIMITED POLLUTION COVERAGE-WORK SITES
CG7102(02-15)	LIAB PLUS END
CG7116(01-02)	EXCL-EXTERIOR INSULATION & FINISH SYSTEMS
*CG7154(01-07)	COMM GENERAL LIAB SUPPLEMENTAL DECS-ADDL INSUREDS
CG7155(01-07)	ABUSE/MOLESTATION EXCL
CG7165(07-09)	BLANKET EXCL-DESIGNATED OPERATIONS (WRAP-UP)
CG7190(09-12)	POST MANIFESTATION EXCL
CG7211(12-13)	AZ-EXCL-RESIDENTIAL CONSTR DEFECT
FPIC0137(09-12)	SPECIAL CONDITIONS END-GENERAL CONTRACTORS
FPIC58(06-08)	CROSS SUITS EXCL
FPIC82(12-99)	CONDO & TOWNHOUSE CONST EXCL
FPIC98(03-13)	EXCL-DESIGNATED OPERATIONS WRAP UP
IL0017(11-98)	COMMON POLICY CONDITIONS
IL0021(09-08)	NUCLEAR ENERGY LIAB EXCL END
IL0258(12-14)	AZ-CHGS CANCEL & NONRENEW
IL7009-(04-91)	AMENDATORY END PUNITIVE/EXEMPLARY DAMAGES EXCL
IL7068(01-10)	EXCL-LEAD-HAZARDOUS PROPERTIES
IL7069(01-10)	EXCL-UNDERGROUND STORAGE TANKS
IL7070(09-12)	ABSOLUTE ASBESTOS EXCL
IL7095(01-14)	INTERNET SECURITY & PRIVACY INS END
SPECEND(00-00)	SPECIAL END



POLICY NUMBER:

60443715

**FORMS SUPPLEMENTAL DECLARATIONS**

**Other Forms**

ST1120CG(10-92)	COMM GENERAL LIAB POLICY-QUICK REFERENCE
ST1609(01-07)	NOTICE ABUSE/MOLESTATION EXCL
ST1644(01-12)	POLICY WEBSITE STUFFER
ST1657(07-09)	NOTICE-BLANKET EXCL DESIGNATED OPERATIONS(WRAP-UP)
ST1813(10-15)	IMPORTANT NOTICE-INTERNET SECURITY & PRIVACY
ST1834(01-15)	INTERNET SECURITY & PRIVACY TRAINING NOTICE
ST1841(04-15)	2012 GENERAL LIAB MULTISTATE FORMS REVISION
*UW7002(04-96)	FORMS SUPPLEMENTAL DECLARATION

POLICY NUMBER: 60443715

COMMERCIAL GENERAL LIABILITY  
CG 21 44 07 98

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITATION OF COVERAGE TO DESIGNATED  
PREMISES OR PROJECT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Premises:**

AS SHOWN ON THE COMMERCIAL GENERAL LIABILITY DECLARATIONS

**Project:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

POLICY NUMBER: 60443715

CG 24 17 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CONTRACTUAL LIABILITY – RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Scheduled Railroad:</b>	<b>Designated Job Site:</b>
ARIZONA EASTERN RAILWAY CO 5903 SOUTH CALLE DE LOMA CLAYPOOL, AZ 85532	MIAMI, AZ CORE JOB NUMBER #15-2010-3004-02

PREMIUM 350

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

**9. "Insured Contract" means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

POLICY NUMBER: 60443715

COMMERCIAL GENERAL LIABILITY  
FPIC 0137 09 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **SPECIAL CONDITIONS ENDORSEMENT – GENERAL CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **Special Contractors Conditions**

You hereby represent and warrant that:

1. Certificates of insurance with limits of liability equal to or greater than those provided by this policy will be obtained from all subcontractors prior to commencement of any work performed for you;
2. You will obtain hold harmless agreements from subcontractors indemnifying against all losses from the work performed for you by any and all subcontractors where permitted by law; and
3. You will be named as additional insured on all subcontractors' general liability policies.
4. The Additional Insured Endorsement must contain completed operations coverage for all commercial work. Commercial work includes apartments.

Should you fail to comply with conditions **1, 2, 3,** or **4** of this endorsement, we will charge a premium for the applicable subcontracted work as if you performed the work, and if a claim is tendered and accepted because of a failure to comply with conditions **1, 2,** and **3,** the deductible will be increased to \$10,000.

I understand that this form will apply to the prospective/current policy and all future renewals.

### **NAMED INSURED ACKNOWLEDGEMENT**

I hereby acknowledge that this insurance policy has been issued upon these representations and warranties.

\_\_\_\_\_  
Named insured's signature

\_\_\_\_\_  
Date

POLICY NUMBER: 60443715

IL 70 94 09 12

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

## **IDENTITY RECOVERY COVERAGE**

### **SECURITY BREACH, IDENTITY SERVICES AND EXPENSE REIMBURSEMENT**

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM**

**BUSINESSOWNERS COVERAGE FORM**

**COMMERCIAL GENERAL LIABILITY**

**CONTRACTORS COMMERCIAL GENERAL LIABILITY**

PREMIUM

38

The language below offers an explanation of this coverage and our relationship with Identity Theft 911. Provisions which effect an amendment of your policy below the double solid line.

#### **SECURITY BREACH AND IDENTITY SERVICES**

Your United Fire Group policy provides Security Breach services to you as well as Identity services to you, your employees and household family members.\* These services are administered by Identity Theft 911.®

##### **Security Breach Services**

Confidential information entrusted to you, including SSNs and credit card data can sometimes be compromised. If such a security breach occurred, you might be required by law to notify the affected individuals. Identity Theft 911's Security Breach services will prepare you for the event of a potential breach and guide you through the process of notifying the affected individuals should a breach occur.

##### **Identity Services**

Identity services from Identity Theft 911 give you unlimited, one-on-one access to a highly experienced fraud specialist who will act as a personal advocate in a wide range of identity-compromising situations. Whether you have a serious identity theft crisis or need to take preventative measures regarding a lost or stolen wallet you don't have to struggle on your own.

##### **Assistance**

In the event of a security breach, identity theft or identity-related concern, you, your employees and household family members should contact United Fire Group at **1-800-343-9131** between 7:30 a.m. and 4:30 p.m. CT Monday through Friday. Please identify this call to the operator as a security breach, identity theft or identity-related concern so the call can be routed to the correct team at United Fire Group. Please have your policy number handy. United Fire Group will then connect you, your employees and household family members to Identity Theft 911 and highly trained fraud specialists will provide personal assistance.

More information about these services is available on our policyholder website at [www.ufgPolicy.com](http://www.ufgPolicy.com), including a flyer that can be printed, e-mailed or posted on your company's bulletin board or intranet to inform employees of the free identity services available to them. We also recommend that you visit Identity Theft 911's website at [www.unitedfiregroup.breachresponse.com](http://www.unitedfiregroup.breachresponse.com) to access the latest identity theft tips, media alerts, in-depth newsletters and more. Use the following login codes: Username: **unitedfire**, Password: **UnitedFire1**.

\*Identity services are available to a spouse and/or relative under age 26 who lives in the household.

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#### **EXPENSE REIMBURSEMENT COVERAGE**

The following language is added to these designated sections of the forms referenced below:

-Section A.4. Additional Coverages in the BUILDING AND PERSONAL PROPERTY COVERAGE FORM

SECTION I – PROPERTY A.5. Additional Coverages in the BUSINESSOWNERS COVERAGE FORM

SECTION I – COVERAGES in the COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION I – COVERAGES in the CONTRACTORS COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Expense Reimbursement Coverage**

We will provide Expense Reimbursement Coverage indicated below if all of the following requirements are met:

1. There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this policy; and
2. Such "identity theft" is first discovered by the "identity recovery insured" during the policy period for which this Expense Reimbursement Coverage is applicable; and
3. Such "identity theft" is reported to us within 60 days after it is first discovered by the "identity recovery insured."

If all three of the requirements listed above have been met, then we will provide reimbursement of necessary and reasonable "identity theft expenses" incurred as a direct result of the "identity theft" to the "identity theft insured."

This coverage is additional insurance.

**Expense Reimbursement Exclusions**

The following additional exclusions apply to this coverage:

We do not cover:

1. "Identity theft expenses" incurred to restore a professional or business identity.
2. "Identity theft expenses" incurred due to any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", by any authorized representative of an "identity recovery insured", whether acting alone or in collusion with others.
3. Loss other than "identity theft expenses".
4. "Identity theft expenses" arising from any "identity theft" by or with the knowledge of any relative or former relative of the "identity recovery insured."
5. Loss arising from an "identity theft" that is first discovered by the "identity recovery insured" prior to the policy period or after the policy period, whether or not such "identity theft" began or continued during the policy period.
6. Loss arising from an "identity theft" that is not reported to us within 60 days after it is first discovered by the "identity recovery insured."
7. Loss arising from an "identity theft" that is not reported in writing to the police.

**Expense Reimbursement Limits**

Expense Reimbursement coverage is subject to an annual aggregate limit of \$15,000 per "identity recovery insured." Regardless of the number of claims, this limit is the most we will pay for the total of all loss or expense arising out of all "identity thefts" to any one "identity coverage insured" which are first discovered by the "identity recovery insured" during a 12-month period starting with the beginning of the present annual policy period. If an "identity theft" is first discovered in one policy period and continues into other policy periods, all loss and expense arising from such "identity theft" will be subject to the aggregate limit applicable to the policy period when the "identity theft" was first discovered.

Legal costs as provided under item d. of the definition of "identity theft expenses" are part of, and not in addition to, the Expense Reimbursement coverage limit.

This limit of recovery is the most we will pay during a 12-month period even if you may have more than one coverage form to which this coverage is added.

**Expense Reimbursement Deductible**

Expense Reimbursement Coverage is subject to a deductible of \$250. Any one "identity recovery insured" shall be responsible for only one deductible under this coverage during any one policy period.

**Expense Reimbursement Conditions****A. Claims**

- a. For expense reimbursement claims, call United Fire Group at **1-800-343-9131**, United Fire Group can provide the "identity recovery insured" with instructions on how to submit a claim to for expense reimbursement to United Fire Group.
- b. The "identity recovery insured" must send to us, within 60 days after our request, receipts, bills or other records that support his or her claim for "identity theft expenses."

**B. Computer Security**

It is the responsibility of each "identity recovery insured" to use and maintain his or her computer system security, including firewalls, anti-virus software and proper disposal of used hard drives.

**C. Services**

The following conditions apply as respects any services provided by us or our designees to any "identity recovery insured" under this endorsement.

1. Our ability to provide helpful services in the event of an "identity theft" depends on the cooperation, permission and assistance of the "identity recovery insured."
2. We do not warrant or guarantee that our services will end or eliminate all problems associated with an "identity theft" or prevent future "identity thefts."

**Expense Reimbursement Definitions**

With respect to the coverage provided by this endorsement only, the following definitions are added:

1. **"Identity Theft"** means the fraudulent use of the social security number or other method of identifying an "identity recovery insured." This includes fraudulently using the personal identity of an "identity recovery insured" to establish credit accounts, secure loans, enter into contracts or commit crimes. "Identity Theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.  
 "Identity theft" does not include the unauthorized use of a valid credit card, credit account or bank account. However, "Identity Theft" does include the fraudulent alteration of account profile information, such as the address to which statements are sent.
2. **"Identity Theft Expenses"** means the following when they are reasonable and necessary expenses that are incurred in the United States or Canada as a direct result of an "identity theft":
  - a. Costs for re-filing applications for loans, grants or other credit instrument that are rejected solely as a result of an "identity theft."
  - b. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of your efforts to report an "identity theft" or amend or rectify records as to your true name or identity as a result of an "identity theft."
  - c. Costs for up to six credit reports from established credit bureaus (with no more than two reports from any one credit bureau) dated within 12 months after your knowledge or discovery of an "identity theft."
  - d. Fees and expenses for an attorney appointed by us for:
    - (1) Defending any civil suit brought against an "identity recovery insured" by a creditor or collection agency or entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as a result of an "identity theft"; and
    - (2) Removing any civil judgment wrongfully entered against an "identity recovery insured" as a result of the "identity theft."

IL 70 94 09 12

3. **"Identity Recovery Insured"** means the following:

- a. When the business insured under this policy is a sole proprietorship, the "identity recovery insured" is the individual person who is the sole proprietor of the insured business.
- b. When the business insured under this policy is a partnership, the "identity recovery insureds" are all partners listed on this policy as insureds.
- c. When the business insured under this policy is a corporation or other organization, the "identity recovery insureds" are all individuals having an ownership position of 20% or more. However, if and only if there is no one who has such an ownership position, then the "identity recovery insured" shall be the chief executive of the insured entity.

An "identity recovery insured" must always be an individual person. The business insured under this policy is not an "identity recovery insured." An "identity recovery insured" does not include your employees and household family members unless otherwise qualified by the language with this definition.

All other provisions of the policy apply.



# ENDORSEMENT

60443715

SPEC END  
(0000)

POLICY INCLUDES:

(2) CG2037 04/13 ADDITIONAL INSURED FORM

(2) CG2010 04/13 ADDITIONAL INSURED FORM

All other terms, conditions, limitations and agreements of the policy remain unchanged.

**SPEC END**  
(0000)

60443715

## ENDORSEMENT

SPEC END P  
(0000)

ADDING (1) CHARGE OF \$25 FOR 1 CG2010 04/13 - ADDITIONAL INSURED, OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION.

ADDING (1) CHARGE OF \$100 FOR 1 CG2037 04/13 - ADDITIONAL INSURED, OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS.

**NAMING:**

PULTE GROUP INC

PULTE DEVELOPMENT CORPORATION AND PULTE HOME CORPORATION

All other terms, conditions, limitations and agreements of the policy remain unchanged.

PREMIUM 125

SPEC END P  
(0000)

60443715  
20160315

## SPECIAL ENDORSEMENT

SPEC END S 02 02

### CLARIFICATION ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING CHANGE HAS BEEN DIVIDED AS SHOWN, DUE TO SYSTEM LIMITATIONS:

AMEND PAYROLL/SUBCOSTS EFFECTIVE 3/15/16 IN LIEU OF THE 06/24/16 DATE SHOWN ON THE POLICY DECLARATIONS.

#### PREMIUM CALCULATIONS:

EFFECTIVE FROM 3/15/16 TO 6/24/16 BY THIS ENDORSEMENT ADDITIONAL PREMIUM OF \$3,589.

EFFECTIVE FROM 6/24/16 TO 3/15/17 ON THE DECLARATIONS PAGE ADDITIONAL PREMIUM OF \$9,377.

THE TOTAL PREMIUM CHANGE OF \$12,966 WILL NOT BE REFLECTED EITHER BY STATEMENT OR INVOICE, EXCEPTING AS INDICATED ABOVE.

PREMIUM 3,589

All other terms, conditions, limitations and agreements of the policy remain unchanged.

SPEC END S 02 02

**COMMERCIAL GENERAL LIABILITY**  
**CG 00 01 04 13**

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERAGES

#### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;



- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or



- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

## **COVERAGE C – MEDICAL PAYMENTS**

### **1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;provided that:
  - (a) The accident takes place in the "coverage territory" and during the policy period;
  - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

### **2. Exclusions**

We will not pay expenses for "bodily injury":

- a. **Any Insured**  
To any insured, except "volunteer workers".
- b. **Hired Person**  
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**  
To a person injured on that part of premises you own or rent that the person normally occupies.

### **d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### **e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### **f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

### **g. Coverage A Exclusions**

Excluded under Coverage A.

## **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2) Provides us with written authorization to:
      - (a) Obtain records and other information related to the "suit"; and
      - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III – LIMITS OF INSURANCE**

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage **B**.



3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

##### b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### **7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### **8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### **SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.



**9. "Insured contract" means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

**10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".**

**11. "Loading or unloading" means the handling of property:**

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**13. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**14. "Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**15. "Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**16. "Products-completed operations hazard":**

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**19.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**20.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21.** "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**22.** "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER:

CG 20 10R 12 11

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS  
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
BUSINESSOWNERS COVERAGE FORM**

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION**

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

**WHO IS AN INSURED:** (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

**WAIVER OF SUBROGATION:**

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of

the qualifying language above because of payments we make for injury.

**LOCATION OF JOB:**

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

**DESCRIPTION OF WORK:**

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

**PRIMARY CLAUSE:**

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

**EXCLUSION**

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC

**CG 20 10R 12 11**

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COMMERCIAL GENERAL LIABILITY  
CG 21 06 05 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF  
CONFIDENTIAL OR PERSONAL INFORMATION AND  
DATA-RELATED LIABILITY – WITH  
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

- p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYMENT- RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**COMMERCIAL GENERAL LIABILITY  
CG 21 50 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT OF LIQUOR LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following replaces Exclusion c. under Paragraph  
**2. Exclusions of Section I – Coverage A – Bodily  
Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**c. Liquor Liability**

"Bodily injury" or "property damage" for which  
any insured may be held liable by reason of:

- (1)** Causing or contributing to the intoxication of  
any person, including causing or  
contributing to the intoxication of any  
person because alcoholic beverages were  
permitted to be brought on your premises,  
for consumption on your premises;
- (2)** The furnishing of alcoholic beverages to a  
person under the legal drinking age or  
under the influence of alcohol; or
- (3)** Any statute, ordinance or regulation relating  
to the sale, gift, distribution or use of  
alcoholic beverages.

This exclusion applies even if the claims  
against any insured allege negligence or other  
wrongdoing in:

- (a)** The supervision, hiring, employment,  
training or monitoring of others by that  
insured; or

- (b)** Providing or failing to provide  
transportation with respect to any  
person that may be under the influence  
of alcohol;

if the "occurrence" which caused the "bodily  
injury" or "property damage", involved that  
which is described in Paragraph **(1), (2) or (3)**  
above.

This exclusion applies only if you:

- (1)** Manufacture, sell or distribute alcoholic  
beverages;
- (2)** Serve or furnish alcoholic beverages for a  
charge whether or not such activity:
  - (a)** Requires a license;
  - (b)** Is for the purpose of financial gain or  
livelihood;
- (3)** Serve or furnish alcoholic beverages  
without a charge, if a license is required for  
such activity; or
- (4)** Permit any person to bring any alcoholic  
beverages on your premises, for  
consumption on your premises.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TOTAL POLLUTION EXCLUSION WITH A BUILDING  
HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT  
EXCEPTION AND A HOSTILE FIRE EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

**f. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
- (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C. The following definition is added to the Definitions Section:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

**COMMERCIAL GENERAL LIABILITY  
CG 21 70 01 15**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

COMMERCIAL GENERAL LIABILITY  
CG 21 87 01 15

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONDITIONAL EXCLUSION OF TERRORISM  
(RELATING TO DISPOSITION OF FEDERAL TERRORISM  
RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A. Applicability Of The Provisions Of This  
Endorsement**

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
  - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or
  - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
    - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
    - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
    - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
2. If the provisions of this endorsement become applicable, such provisions:
  - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
  - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

C. The following exclusion is added:

#### **EXCLUSION OF TERRORISM**

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs C.5. or C.6. are exceeded.

With respect to this Exclusion, Paragraphs C.5. and C.6. describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SILICA OR SILICA-RELATED DUST EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- C. The following definitions are added to the Definitions Section:**

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

**COMMERCIAL GENERAL LIABILITY  
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – CONTRACTORS –  
PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
  - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
  - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.

2. Subject to Paragraph 3. below, professional services include:
  - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
  - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DISCRIMINATION EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to any actual or alleged "bodily injury", "property damage" or "personal and advertising injury" arising out of any form of discrimination prohibited by law or by ordinance including, but not limited to, discrimination based, in whole or in part, upon race, color, creed, gender, national origin, age, physical or mental impairment, religion or sexual preference.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LIMITED POLLUTION COVERAGE - WORK SITES

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### Schedule

Each Pollution Incident Limit	\$100,000	
Pollution Liability Aggregate Limit	\$100,000	
Property Damage Deductible	\$ 1,000	Each Pollution Incident
Premium	\$ _____	

(If no entry appears in the space above for property damage deductible, no deductible applies to the coverage provided by this endorsement.)

#### A. The following is added to COVERAGES (Section I)

#### COVERAGE D. LIMITED POLLUTION COVERAGE

##### 1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay:

(1) As damages because of:

- (a) "bodily injury"; or  
(b) "property damage"; or

(2) As "clean-up costs" because of "environmental damage" which directly results from physical injury to tangible property;

to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" or "environmental damage" to which this insurance does not apply. We may at our discretion investigate any "pollution incident" and settle any claim or "suit" that may result. But:

- (1) the amount we will pay for damages and "clean-up costs" is limited as described in SECTION III - LIMITS OF INSURANCE of this endorsement; and

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments, settlements, or "clean-up costs" or when any allegations of the suit seeking covered damages have been settled.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.

- b. This insurance applies to "bodily injury", "property damage", and "environmental damage" only if:

- (1) The "bodily injury", "property damage", or "environmental damage" arises out of a "pollution incident".

- (a) on or from "your work site" in the "coverage territory";

(b) that is demonstrable as beginning and ending within 72 hours; and

(c) that is accidental.

(2) The "bodily injury", "property damage", or "environmental damage" occurs during the policy period.

c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury".

## 2. Exclusions.

The insurance provided by this endorsement does not apply to:

a. "Bodily injury", "property damage", or "environmental damage" expected or intended from the standpoint of the insured.

b. "Bodily injury", "property damage", or "environmental damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

c. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. "Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) employment by the insured; or

(b) performing duties related to the conduct of the insured's business.

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

(1) Whether or not the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

e. "Property damage", or "environmental damage" to:

(1) A "waste facility";

(2) Property you own, rent, or occupy now or at any time in the past;

(3) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(4) Property loaned to an insured; or

(5) Personal property in the care, custody or control of an insured.

f. "Bodily injury", "property damage", or "environmental damage" included within the "products-completed operations hazard".

g. "Bodily injury", "property damage", or "environmental damage" arising out of the ownership or operation of any offshore facility as defined in the:

(1) Outer Continental Shelf Lands Act Amendment of 1978 as amended, or

(2) Clean Water Act 1977 as amended, or

(3) Any deepwater port as defined in the Deepwater Port Act of 1974 as amended,

or as may be amended.

h. "Bodily injury", "property damage", or "environmental damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto", rolling stock or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to "bodily injury", "property damage", or "environmental damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section V.).

- i. "Bodily injury", "property damage", or "environmental damage" arising out of the emission, discharge, release or escape of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well.
- j. "Bodily injury", "property damage", or "environmental damage" arising out of a "pollution incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:
  - (1) The insured;
  - (2) You and your spouse;
  - (3) Your members or partners and their spouses;
  - (4) Your managers or
  - (5) Your officers, directors or stockholders.
- k. "Bodily injury", "property damage", or "environmental damage" arising out of acid rain.
- l. "Bodily injury", "property damage", or "environmental damage" arising out of:
  - (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
  - (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

- m. Any loss, cost or expense arising out of any request, demand, or order that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants" at any site which is included or proposed for inclusion on a governmental body's clean-up priority list whether made in a claim or suit by or on behalf of a governmental authority or pursuant to statutory or regulatory provision.
- n. Any multiple, punitive or exemplary damages.
- o. "Bodily injury", "property damage" on or from any of "your work sites", on which any insured or any contractor or subcontractor working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are not brought on or to "your work site" by such insured, contractor or subcontractor.

**B. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended to:**

SUPPLEMENTARY PAYMENTS - COVERAGES A., B. AND D.

**C. SECTION III - LIMITS OF INSURANCE is amended as follows:**

**1. Paragraph 1, is replaced by the following:**

- 1. The Limits of Insurance shown in the Declarations and this endorsement and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".

**2. Paragraph 2. is replaced by the following:**

- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

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- c. Damages under Coverage B; and
- d. Damages under Coverage D.

3. The following is added:

8. Subject to 2. above (the General Aggregate Limit) the Pollution Liability Aggregate Limit is the most we will pay for the sum of:

- a. All damages because of all "Bodily injury", "property damage", and
- b. All "clean-up costs" incurred because of all "environmental damage";

arising out of all "pollution incidents".

9. Subject to 2. above (the General Aggregate Limit) and 8. above (the Pollution Liability Aggregate Limit) the Each Pollution Incident Limit is the most we will pay for:

- a. All damages because of all "bodily injury" and "property damage"; and
- b. All "clean-up costs" incurred because of all "environmental damage";

arising out of any one "pollution incident".

**D. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced with the following:

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part and this endorsement.

**2. Duties In The Event Of Occurrence, Offense, Pollution Incident, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence", an offense, or "pollution incident" which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence", offense or "pollution incident" took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence," offense or "pollution incident."

- b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part and this endorsement:

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- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part and this endorsement unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part and this endorsement or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, or Coverage D of this endorsement, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

##### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

- (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability and Exclusion 1. of Coverage D. Limited Pollution Coverage - Work Sites.

- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A, B or D to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part and this Endorsement.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part and this Endorsement to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part and this Endorsement, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part and/or this Endorsement, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**10. Deductible - Coverage D. Only**

- a. As our obligation under this endorsement to pay damages on your behalf for "property damage" or "clean-up costs" because of "environmental damage" applies only to the amount of damages or "clean-up costs" in excess of any deductible amount stated in the schedule of this endorsement as applicable to Each Pollution incident. Neither the Each Pollution Incident Limit nor the Pollution Liability Aggregate Limit will be reduced by the application of such deductible amount.

b. The terms of this insurance, including those with respect to:

1. Our right and duty to defend any "suits" seeking those damages; and
2. Your duties in the event of a "pollution incident", claim, or "suit";

apply irrespective of the application of the deductible amount.

c. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" or such portion of any claim or "suit" seeking damages under Coverage D. and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

E. The following is added to SECTION V - DEFINITIONS:

22. "Clean-up costs" means expenses incurred to remediate the injurious presence of "pollutants" in or upon land, the atmosphere, or any water course or body of water.
23. "Environmental damage" means the injurious presence of "pollutants" in or upon land, the atmosphere, or any water course or body of water.

24. "Pollution incident" means the actual or alleged emission, discharge, release, or escape of "pollutants" from "your work site" provided that such emission, discharge, release, or escape results in "environmental damage". All "bodily injury", "property damage" and "environmental damage" arising out of one emission, discharge, release, or escape shall be deemed to be one "pollution incident".

25. "Waste facility" means any site to which waste from the operations of "your work site" is legally consigned for delivery or delivered for storage, disposal, processing or treatment, provided that such site is not and never was owned by, rented or loaned to you.

26. "Your work site" means any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are working. "Your work site" does not include any premises, site or location which currently is or was, at the time you or any contractors or subcontractors working directly or indirectly on your behalf were working on such premises, site or location, owned or occupied by or rented or loaned to you.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIABILITY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **SECTION I - COVERAGES**

The following coverages are added:

##### **1. COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

**Exclusion j. Damage to Property** is deleted and replaced by the following:

##### **j. Damage to Property**

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

##### **2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of **Exclusion j.** does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

##### **3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

- a. **Exclusion p. of Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

##### **2. Exclusions**

This insurance does not apply to:

##### **p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury"

**b. "Property Damage" means:**

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**4. COVERAGE H - WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under Coverage H (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**5. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended to read SUPPLEMENTARY PAYMENTS****SECTION III - LIMITS OF INSURANCE****A. The Following Items are deleted and replaced by the following:****2. The General Aggregate Limit is the most we will pay for the sum of:**

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B; and
- d. Damages under Coverage H.

**B. The following are added:****8. Subject to Paragraph 5. of SECTION III – LIMITS OF INSURANCE \$25,000 is the most we will pay under Coverage H for Water Damage Legal Liability.****9. Aggregate Limits of Insurance (Per Location)**

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**10. Aggregate Limits of Insurance (Per Project)**

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

**11. Subject to 5. of SECTION III – LIMITS OF INSURANCE, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under Coverage D - Voluntary Property Damage Coverage.**

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.

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12. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$50,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

## **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

The following are added:

1. Condition (5) of 2.c.

(5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

2. **Blanket Waiver Of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

## **SECTION V – DEFINITIONS**

The following definition is added for this endorsement only:

23. **"Electronic data"** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIABILITY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **SECTION I - COVERAGES**

The following coverages are added:

##### **1. COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

**Exclusion j. Damage to Property** is deleted and replaced by the following:

##### **j. Damage to Property**

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

##### **2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of **Exclusion j.** does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

##### **3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

- a. **Exclusion p. of Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

##### **2. Exclusions**

This insurance does not apply to:

##### **p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury"

## b. "Property Damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**4. COVERAGE H - WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under Coverage H (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**5. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended to read SUPPLEMENTARY PAYMENTS****SECTION III - LIMITS OF INSURANCE****A. The Following Items are deleted and replaced by the following:**

2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B; and
  - d. Damages under Coverage H.

**B. The following are added:**

8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under Coverage H for **Water Damage Legal Liability**.

**9. Aggregate Limits of Insurance (Per Location)**

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**10. Aggregate Limits of Insurance (Per Project)**

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

11. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

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12. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$50,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

## **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

The following are added:

1. Condition (5) of 2.c.

- (5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

2. **Blanket Waiver Of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

## **SECTION V – DEFINITIONS**

The following definition is added for this endorsement only:

23. **"Electronic data"** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.



**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS  
(EIFS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- 1. The following exclusion is added to Paragraph 2., Exclusions of SECTION I, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, and Paragraph 2., Exclusions of SECTION I, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY.**

This insurance does not apply to "bodily injury", "property damage", "personal injury", "advertising injury" or "personal and advertising injury" that arises out of, is caused by, or is attributable to, whether in whole or in part, the following:

- a. (1) The design, manufacture, sale, service, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction or replacement of an "exterior insulation and finish system" or "direct-applied exterior finish system" or any part thereof, or any substantially similar system or any part thereof; or
- (2) Any other activity including the application or use of conditioners, primers, accessories, flashing, coatings, caulking or sealant in connection with such a system, including any method or procedure used to diagnose or correct problems with installed or partially installed systems

performed by or on behalf of any insured; or

- b. (1) Any work or operations conducted by or on behalf of any insured on or to an "exterior insulation and finish system" or "direct-applied exterior finish system"; or
- (2) Any component thereof, or any component of a building or structure to which an "exterior insulation and finish system" or "direct-applied exterior finish system" attaches

that results, directly or indirectly, in the intrusion of water or moisture into or on any part of the building or structure on which you perform such work or operations.

This exclusion shall also apply to any "bodily injury" or "property damage" for which any insured assumes liability in any part of any contract or agreement, regardless of whether such contract or agreement is an "insured contract".

- 2. SECTION V – DEFINITIONS** is amended to include the following:

- a. "Exterior insulation and finish system" (commonly referred to as synthetic stucco or EIFS) means an exterior cladding or finish system and all component parts therein, used on any part of any structure, and consisting of:

- (1) A rigid or semi-rigid insulation board made of expanded polystyrene or other materials; and
- (2) The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate; and
- (3) A reinforced or unreinforced base coat; and
- (4) A finish coat providing surface texture and color; and
- (5) Any flashing, caulking or sealant used with the system.

- b. "Direct-applied exterior finish system" (commonly referred to as DEFS) means an exterior cladding or finish system and all component parts therein used on any part of any structure and consisting of:

- (1) A rigid or semi-rigid substrate; and
- (2) The adhesive and/or mechanical fasteners used to attach the substrate to the structure; and
- (3) A reinforced or unreinforced base coat; and
- (4) A finish coat providing surface texture and color; and
- (5) Any flashing, caulking or sealant used with the system.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ABUSE OR MOLESTATION EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The actual or threatened abuse or molestation by anyone of any person, or

2. The negligent:

- a. Employment;
- b. Investigation;
- c. Supervision;
- d. Reporting to the proper authorities, or failure to so report; or
- e. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET EXCLUSION - DESIGNATED OPERATIONS COVERED BY A  
CONSOLIDATED (WRAP UP) INSURANCE PROGRAM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2. Exclusions COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

(1) your ongoing operations

or

(2) your operations included within the "products-completed operations hazard"

at any location or project for which a "consolidated insurance program" has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the "consolidated insurance program":

- (1) Provides coverage identical to that provided by this Coverage part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

For the purpose of this endorsement a "consolidated insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**POST - MANIFESTATION EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2., Exclusions of COVERAGE A-BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I-Coverages):

This insurance does not apply to "bodily injury" or "property damage" if the first "manifestation" took place before the beginning of the policy period.

"Manifestation" means:

1. The time at which "bodily injury" is medically diagnosable; or
2. The time at which appreciable "property damage" is apparent to any person.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ARIZONA EXCLUSION – RESIDENTIAL CONSTRUCTION DEFECT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. The following exclusions are added to 2. Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY and 2. Exclusions of COVERAGE B– PERSONAL AND ADVERTISING INJURY LIABILITY (Section I):
1. This insurance does not apply to “bodily injury” or “property damage” or “personal and advertising injury” arising out of actual or alleged defective construction of all or any part of a residential structure.
  2. This insurance does not apply to “personal and advertising injury” arising out of actual or alleged infringement upon another’s copyright, trade dress or slogan, however asserted as a result of construction of any residential structure or any portion of it.
- B. As used in this endorsement:
1. Construction means any and all aspects of the erection of structures, including but not limited to design, specifications, planning, building, materials, supervision or observation of construction. Construction includes new construction and with respect to existing structure(s) conversion, reconstruction, rehabilitation, renovation, remodeling, repair, maintenance or demolition.
  2. Defective construction means any actual or alleged deficiency in construction.
  3. Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency including but not limited to single or multifamily housing, condominiums, townhouses, co-operatives or planned unit developments and also includes their common areas and/or appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). When there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels, motels or apartments. Residential structure also does not include hospitals or prisons.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CROSS SUITS EXCLUSION**

This endorsement modifies insurance provided under all coverage parts.

This insurance does not apply to any claim for damages for "bodily injury", "property damage", "personal injury", or "advertising injury" by any insured covered by this policy against any other insured covered by this policy.

This exclusion does not apply to any claim for damages for "bodily injury", "property damage", "personal injury", or "advertising injury" by an "additional insured" against any other insured covered by this policy.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONDOMINIUM AND TOWNHOUSE CONSTRUCTION EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This endorsement excludes coverage for defense and indemnity under the Commercial General Liability Coverage Form, Products/Completed Operations Liability Coverage Form and the Commercial Excess Liability Coverage Form for "bodily injury", "property damage", "personal injury" and "advertising injury" arising out of "your work" in connection with the **original construction** of any "condominium or townhouse". This portion of the exclusion applies whether or not the "bodily injury" or "property damage" arises out of your ongoing operations or operations included within the "products-completed operations hazard" and applies whether or not the work or operations are performed by you or on your behalf.

This endorsement also excludes any of "your products" which will or have become a part of the real property of any "condominium or townhouse."

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at any project covered by a consolidated (wrap-up) insurance program that has been provided by the prime contractor/project manager or owner of the construction project in which you are enrolled.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1)** Provides coverage identical to that provided by this Coverage Part;
- (2)** Has limits adequate to cover all claims; or
- (3)** Remains in effect.



## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

- A.** Under any Liability Coverage, to "bodily injury" or "property damage":
- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B.** Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

**C.** Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

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"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ARIZONA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A.** The following is added to the **Cancellation** Common Policy Condition (and applies except in situations where **B.**, below, applies):

**7. Cancellation Of Policies In Effect For 60 Days Or More**

If this Policy has been in effect for 60 days or more, or if this Policy is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:

- a.** Nonpayment of premium;
- b.** Your conviction of a crime arising out of acts increasing the hazard insured against;
- c.** Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this Policy, in continuing this Policy or in presenting a claim under this Policy;
- d.** Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;
- e.** Substantial breach of contractual duties or conditions;

**f.** Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;

**g.** Determination by the Director of Insurance that the continuation of the Policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or

**h.** Acts or omissions by you or your representative which materially increase the hazard insured against.

If we cancel this Policy based on one or more of the above reasons, we will mail by certified mail or by first-class mail using Intelligent Mail barcode or another similar tracking method used or approved by the United States Postal Service to the first Named Insured, and mail to the agent, if any, written notice of cancellation stating the reason(s) for cancellation. We will mail this notice to the last mailing addresses known to us, at least:

- a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b.** 45 days before the effective date of cancellation if we cancel for any of the other reasons.

**B.** If the Commercial Property Coverage Part, Capital Assets Program (Output Policy) Coverage Part or the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form provides coverage for:

1. Real property which is used predominantly for residential purposes and consists of one through four dwelling units; and/or
2. Personal property (except business or farm personal property) of a person residing in such real property;

the following provisions apply (instead of those provided in Item **A.** above) with respect to cancellation of such coverage:

If this Policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Your conviction of a crime arising out of acts increasing the hazard insured against;
- c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in obtaining the Policy, continuing the Policy or presenting a claim under the Policy;
- d. Discovery of grossly negligent acts or omissions by you substantially increasing any of the hazards insured against;
- e. Substantial change in the risk assumed by us, since the Policy was issued, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
- f. A determination by the Director of Insurance that the continuation of the Policy would place us in violation of the insurance laws of this state; or
- g. Your failure to take reasonable steps to eliminate or reduce any conditions in or on the insured premises which contributed to a loss in the past or will increase the probability of future losses.

If we cancel this Policy based on one or more of these reasons, we will mail written notice of cancellation, stating the reason(s) for cancellation, to the first Named Insured. We will mail this notice to the last mailing address known to us, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation, if we cancel for any of the other reasons.

**C.** The following is added and supersedes any provision to the contrary (and applies except in situations where **D.**, below, applies):

**Nonrenewal**

1. If we elect not to renew this Policy, we will mail by certified mail or by first-class mail using Intelligent Mail barcode or another similar tracking method used or approved by the United States Postal Service to the first Named Insured, and mail to the agent, if any, written notice of nonrenewal. We will mail this notice to the last mailing addresses known to us at least 45 days prior to the expiration of this Policy.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. If either one of the following occurs, we are not required to provide written notice of nonrenewal:
  - a. We or a company within the same insurance group has offered to issue a renewal policy; or
  - b. You have obtained replacement coverage or agreed in writing to do so.
4. If written notice of nonrenewal is mailed less than 45 days prior to expiration of this Policy, and neither **3.a.** nor **3.b.** applies, the coverage shall remain in effect until 45 days after the notice is mailed. Earned premium for any period of coverage that extends beyond the expiration date of this Policy shall be considered pro rata based upon the previous year's rate.

**D.** If the Commercial Property Coverage Part, Capital Assets Program (Output Policy) Coverage Part or the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form provides coverage for:

1. Real property which is used predominantly for residential purposes and consists of one through four dwelling units; and/or
2. Personal property (except business or farm personal property) of a person residing in such real property;

the following provisions apply (instead of those provided in Item **C.** above) with respect to nonrenewal of such coverage:

1. If we elect not to renew, we will mail written notice of nonrenewal to the first Named Insured. We will mail this notice to the last mailing address known to us, at least 30 days before the end of the policy period. Proof of mailing will be sufficient proof of notice.

2. If either one of the following occurs, we are not required to provide notice of nonrenewal:
  - a. You have agreed to nonrenewal; or
  - b. You have accepted replacement coverage.
3. If our nonrenewal is based on the condition of the premises, you will be given 30 days' notice to remedy the identified conditions. If the identified conditions are remedied, coverage will be renewed. If the identified conditions are not remedied to our satisfaction, you will be given an additional 30 days, upon payment of premium, to correct the defective conditions.

**E. The following condition is added:**

**Renewal**

1. If we elect to renew this Policy and the renewal is subject to any of the following:
  - a. Increase in premium;
  - b. Change in deductible;
  - c. Reduction in limits of insurance; or
  - d. Substantial reduction in coverage;we will mail or deliver written notice of the change(s) to the first Named Insured, at the last mailing address known to us, at least 30 days before the anniversary or expiration date of the Policy.

2. If renewal is subject to any condition described in 1.a. through 1.d. above, and we fail to provide notice 30 days before the anniversary or expiration date of this Policy, the following procedures apply:
  - a. The present policy will remain in effect until the earlier of the following:
    - (1) 30 days after the date of mailing or delivery of the notice; or
    - (2) The effective date of replacement coverage obtained by the first Named Insured.
  - b. If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:
    - (1) The rates applicable to the terminated policy; or
    - (2) The rates presently in effect.
  - c. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this Policy's anniversary or expiration date.

**AMENDATORY ENDORSEMENT  
PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION**

Regardless of any other provision of this policy, this policy does not apply to punitive or exemplary damages.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – LEAD – HAZARDOUS PROPERTIES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

- A.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused by or contributed to by the hazardous properties of lead, including, but not limited to, the absorption, ingestion or inhalation of lead or lead contamination.

This exclusion includes, but is not limited to, any loss, cost or expense arising out of any:

1. Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of lead or any item containing lead; or
2. Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way respond to, or assessing the effects of lead or any item containing lead.

- B.** The following Definitions are added:

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".  
"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  1. False arrest, detention or imprisonment;
  2. Malicious prosecution;
  3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  6. The use of another's advertising idea in your "advertisement"; or
  7. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – UNDERGROUND STORAGE TANKS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

**A. The following exclusion is added:**

This insurance does not apply to:

**Underground Storage Tanks**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any solid, gaseous or liquid substance, including petroleum products, from any "underground storage tank".

**B. The following Definitions are added:**

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
6. The use of another's advertising idea in your "advertisement"; or
7. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

"Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at one time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition buried means that at least 10% of it is below the surface of the ground or water.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ABSOLUTE ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
COMMERCIAL EXCESS LIABILITY COVERAGE FORM

**A. This insurance does not apply to:**

1. "Bodily injury", "property damage", or "personal and advertising injury" arising out of, resulting from, caused or contributed to by asbestos or exposure to asbestos;
2. The costs of abatement, mitigation, removal, or disposal of asbestos;
3. Any supervision instructions, recommendations, warnings or advice given or which should have been given in connection with (1) or (2) above.
4. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

It is further agreed that we shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim or "suit" excluded herein.

**B. The following Definitions are added:**

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  2. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
- "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
1. False arrest, detention or imprisonment;
  2. Malicious prosecution;
  3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  6. The use of another's advertising idea in your "advertisement"; or
  7. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

POLICY NUMBER:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## INTERNET SECURITY AND PRIVACY INSURANCE ENDORSEMENT

### SCHEDULE

<b>Additional Premium</b>	\$		
<b>Limit of Liability</b>	\$		
<b>Deductible</b>	\$		
<b>Endorsement Period</b>	<b>From (Inception Date):</b> <span style="float: right;"><b>To (Expiration Date):</b></span> (both days at 12.01 am. Local Standard time at the address shown of the named insured)		
<b>Level of Protection</b>	<b>Choice</b>	<input type="checkbox"/>	<b>Standard</b>
		<input type="checkbox"/>	<input type="checkbox"/>
<b>Claim Expense</b>	<b>Outside Limit of Liability</b>	<input type="checkbox"/>	<b>Inside Limit of Liability</b>
		<input type="checkbox"/>	<input type="checkbox"/>
If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.			

The changes described herein apply only with respect to this Internet Security and Privacy Insurance Endorsement. All provisions of the policy apply unless modified by this endorsement. With respect to the insurance afforded by this endorsement, the Limit of Liability shown in the Schedule above is not subject to or part of, and is in addition to, the Limits of Liability stated in the policy Declarations.

UNLESS THE SCHEDULE ABOVE SHOWS THAT CLAIM EXPENSE IS "OUTSIDE THE LIMIT OF LIABILITY," (BY A CHECKMARK IN THE BOX FOR "OUTSIDE LIMIT OF LIABILITY") THE COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ON A DEFENSE WITHIN LIMITS BASIS, AND ANY "CLAIM EXPENSE" PAID UNDER THIS COVERAGE WILL REDUCE THE AVAILABLE LIMIT OF LIABILITY AND MAY EXHAUST IT COMPLETELY.

The following terms are added to the policy:

#### A. Privacy Breach Liability Coverage

We will pay for all "loss" in excess of the Deductible in the Schedule to an "impacted individual" resulting from a "privacy breach" to which this insurance applies provided that the "privacy breach" first occurs during the "endorsement period" and is first notified to us by you in accordance with section H.1.a. of this endorsement.

#### B. Security Breach Liability Coverage

We will pay for all "loss" in excess of the Deductible in the Schedule resulting from a "security breach" to which this insurance applies provided that the "security breach" first occurs during the "endorsement period" and is first notified to us by you in accordance with section H.1.a. of this endorsement.

#### C. Breach Notice Response Services Coverage

We will provide you with "breach notice response services" in excess of the Deductible in the Schedule for a "privacy breach" to which this insurance applies provided that the "privacy breach" first occurs during the "endorsement period" and requires you to comply with any "breach notice laws" and is first notified to us by you in accordance with section H.1.a. of this endorsement.

#### D. Interrelated Events

Regardless of the number of insureds, "suits", instances of unauthorized access to or unauthorized use of "your computer system," "denial of service attacks," thefts or loss of data storage devices, hardware, attacks, vulnerabilities, damages, acts, errors or omissions, all "interrelated events" shall be considered a single "privacy breach" or a single "security breach", such "privacy breach" or "security breach" shall be deemed to have first occurred on the date of the earliest "privacy

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breach" or "security breach", and only the Limit of Liability for our endorsement in effect, if any, on the date the first "privacy breach" or "security breach" occurred will apply to all "loss" arising out of all "interrelated events" of one or more insureds.

#### **E. Defense of Suits**

We will have the right and duty to defend the insured against any "suit" seeking "loss" to which this insurance applies even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking "loss" to which this insurance does not apply.

We may, at our discretion, investigate and settle any "suit" that may result. But:

1. The amounts we will pay under this endorsement are limited as described in Section G. below.
2. Our right and duty to defend end when we have used up the applicable Limit of Liability. If the Schedule above show that "claim expense" is outside the Limit of Liability, our right and duty to defend and our obligation to pay "claim expense" terminate once the Limit of Liability shown in the Declarations above is exhausted by payment of "loss," other than "claim expense", or "breach notice response services."
3. Once the Limit of Liability shown in the Schedule above is exhausted, we will have no further obligation to pay "loss", "claim expense", "breach notice response services", or to undertake or continue the defense of any "suit". We will have the right to withdraw from the further defense of any "suit" under this coverage by tendering control of the defense to you. You will also be responsible for providing notification and "credit monitoring services" to "impacted individuals" and may continue to utilize any vendors recommended by us to provide such services.

\*If the Schedule above shows that "claim expense" is Inside the Limit of Liability.

#### **F. Exclusions**

The following exclusions apply in addition to those in the policy:

This insurance does not apply to any "loss" "privacy breach", "security breach", or "suit":

1. Alleging or arising out of any willful, deliberate, malicious, fraudulent, dishonest or criminal act, error or omission by an insured, or any intentional or knowing violation of law, or intentional "security

breach" or "privacy breach" by an insured. This exclusion does not apply to "claim expense" incurred in defending an insured against any such "suit", but we will have no obligation to pay any "loss" for such conduct. However, if a court of competent jurisdiction or arbitrator determines that the insured's conduct was willful, deliberate, malicious, fraudulent, dishonest or criminal, we will have the right to recover all "claim expense" we incurred to defend those insureds found to have committed such conduct.

The insured shall reimburse us for all "claim expense" incurred defending the "suit" and we shall have no further liability for "claim expense". Such conduct shall not be imputed to the named insured shown in the policy if it occurs without the participation, knowledge, consent or acquiescence of any "management personnel".

2. Made against a natural person insured alleging or arising out of any willful, deliberate, malicious, fraudulent, dishonest or criminal act, error or omission by such natural person insured, or any intentional or knowing violation of the law, or intentional "security breach", or "privacy breach" by such natural person insured.
3. Brought by an entity which:
  - a. You own or partly own, operate, manage or in which you have an ownership interest in excess of 15%, or in which you are an officer or director, except this provision will not apply to a "suit" that employee data is the subject of a "privacy breach" or violation of a "privacy regulation"; or
  - b. Wholly or partly owns, operates, controls or manages you.
4. Alleging or arising out of any:
  - a. Physical injury, sickness, disease or death of any person, and if arising out of the foregoing, mental anguish or injury, pain and suffering, shock or emotional distress; or
  - b. Injury, impairment, destruction, corruption or distortion of any tangible property, including the loss of use of tangible property even when the tangible property has not itself been physically impaired, injured or destroyed.
5. Alleging or arising out of your insolvency, financial impairment or bankruptcy.



6. Alleging or arising out of any "suit", act, error, omission, circumstance, "privacy breach", "security breach", "interrelated events" or potential "suit" reported to a prior insurer.
7. Alleging or arising out of any act, error, omission, circumstance, vulnerability, "privacy breach", "security breach" or "interrelated events", if prior to the inception date of this endorsement, you knew, or reasonably could have foreseen, that such act, error, omission, circumstance, vulnerability, "privacy breach", "security breach" or "interrelated events" might form the basis of a "suit" or potential "suit".
8. Alleging or arising out of any contractual liability or obligation, including without limitation, any liability assumed under contract, or alleging or arising out of or resulting from breach of contract or agreement, either oral or written, including without limitation, any breach of express warranty or guarantee.
9. Alleging or arising out of any violation, misappropriation or infringement of any copyright, trademark, patent or other intellectual property right, or any copying, infringement, misappropriation, display, disclosure, publication or misappropriation of any trade secret.
10. Due to any actual or alleged electrical or mechanical breakdown, failure or interruption, disturbance, surge, spike, brownout or blackout; or outages to gas, water, telephone, cable satellite, telecommunications or other infrastructure comprising or supporting the Internet including service provided by the Internet service provider that hosts your website.
11. Alleging or arising out of any fire, smoke, explosion, lightning, wind, flood, surface water, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused.
12. Alleging or arising out of any existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property.
13. Alleging or arising out of any:
  - a. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection,

civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

**b. Act of terrorism.**

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

We also exclude loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to **a.** and/or **b.** above.

14. Brought by or on behalf of the Federal Trade Commission, Department of Health and Human Services, Office of Civil Rights, the Federal Communications Commission, or any other state, federal, local or foreign governmental entity.
15. Alleging or arising out of any of the following:
  - a. Trading losses, trading liabilities or change in value of accounts; any loss, transfer or theft of monies, securities or tangible property of others in your care, custody or control; or
  - b. The monetary value of any transactions or electronic fund transfers by you or on your behalf which is lost, diminished, or damaged during transfer from, into or between accounts.
16. Made by one insured against another insured. However, this exclusion does not apply to a "suit" brought against you by your employee resulting from a "privacy breach" that is otherwise covered under **Section A. - Privacy Breach Liability Coverage** above.
17. Alleging or arising out of any wrongful employment practice, including, but not limited to harassment, hostile work environment, wrongful dismissal, discharge or termination, retaliation, wrongful disciplinary action, deprivation of career opportunity, failure to employ or promote, inadequate work place policies or procedures, or negligent evaluation of employees. However, this exclusion does

- not apply to any "suit" resulting from a "privacy breach" that is otherwise covered.
18. Alleging or arising out of or any act, error or omission or breach of duty by any "management personnel" in the discharge of their duties if the "suit" is brought by you or any of your principals, directors or officers, stockholders, members or employees in their capacity as such.
  19. Alleging or arising out of the:
    - a. Unauthorized collection or acquisition of "personally identifiable information" by you, on your behalf, or with your consent or cooperation; or
    - b. Failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (e.g. opt-in or opt-out) from the collection, disclosure or use of "personally identifiable information".
  20. Alleging or arising out of the:
    - a. Distribution of unsolicited email, direct mail or facsimiles, wire tapping, audio or video recording, or telemarketing by you or a third party on your behalf; or
    - b. Violation of any federal, state or local statute, ordinance or regulation that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
  21. Alleging or arising out of your activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than the named insured shown in the policy.
  22. Alleging or arising out of any false, deceptive or unfair trade practice or violation of any consumer protection laws.
  23. Alleging or arising out of any of the following:
    - a. Any violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal law or legislation, or law or legislation of any state, province or other jurisdiction similar to the foregoing, whether such law is statutory, regulatory or common law;
    - b. Any violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, any state or provincial blue sky or securities law, any other federal securities law or legislation, or any other similar law or legislation of any state, province or other jurisdiction, or any amendment to the above laws, or any violation of any order, ruling or regulation issued pursuant to the above laws;
    - c. Any violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, or any similar law or legislation of any state, province or other jurisdiction, or any amendment to the above law or legislation, or any violation of any order, ruling or regulation issued pursuant to the above laws or legislation;
    - d. Any breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan, including violation of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 as amended;
    - e. Any violation of any local, state or federal laws concerning antitrust or restraint of trade, or any false, deceptive or misleading advertising, or any violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act, as amended; or
    - f. The knowing offshore movement, storage, processing or outsourcing of data to a legal jurisdiction outside of the United States and its Territories by you or a third party on your behalf.
  24. Alleging or arising out any wireless access transmission (including without limitation WIFI or WIMAX) that is unencrypted or encrypted utilizing weak encryption.
  25. Alleging or arising out of any use of or visit to social media, including without limitation any "malicious code" infection resulting from an individual's use of social media.
- G. Limit of Liability**
1. The Limit of Liability shown in the Schedule and the provisions below determine the



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most we will pay regardless of the number of:

- a. Insureds;
  - b. "Suits" brought;
  - c. Persons or organizations making claims; or
  - d. "Privacy breaches" or "security breaches".
2. The Limit of Liability shown in the Schedule is the most we will pay for the sum of all "loss", and "breach notice response services" covered by this endorsement.

\*If the Schedule above does not show that "claim expense" is Outside Limit of Liability.

\*\*If the Schedule above shows that the Standard Level of Protection applies, "breach notice response services" are limited to \$15,000.

3. The Limit of Liability applies in excess of the Deductible shown in the Schedule. The Deductible applies to payments for "loss", "claim expense" and "breach notice response services" covered by this endorsement. We will only be liable for "loss", "claim expense" and "breach notice response services" in excess of the Deductible. With respect to Privacy Breach Liability Coverage and Security Breach Liability Coverage, the Deductible applies to each "suit." With respect to Breach Notice Response Services Coverage the Deductible applies to each "privacy breach." We may pay any part or all of the Deductible to settle or defend a "suit". You agree to promptly reimburse us for any payments applicable to your Deductible.

\*If the Schedule above shows that "claim expense" is Inside the Limit of Liability.

#### H. Conditions

##### 1. Duties In The Event Of Privacy Breach, Security Breach, or Suit

- a. As a condition precedent to coverage and our liability under this endorsement you must provide written notice to us as soon as practicable of any "privacy breach", "security breach", or "suit". To the extent possible, notice should include:
  - (1) The circumstances surrounding the "privacy breach" or "security breach" including how, when, and where it took place;
  - (2) The names and addresses of persons involved and any witnesses;

- (3) The nature of the harm resulting from the "privacy breach" or "security breach";
  - (4) The date the "suit" was received; and
  - (5) An indication of the number of individuals that may be impacted, the type of information involved, and the actions taken to mitigate or contain the "loss", "privacy breach" or "security breach".
- b. You and any other involved insured must:
- (1) Authorize us to obtain records and other information;
  - (2) Cooperate with us in the investigation, settlement or defense of the "suit", "privacy breach" or "security breach";
  - (3) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to an insured because of "loss" to which this insurance may also apply; and
  - (4) Provide us with a copy of or link to your relevant "privacy policy" and information security policy if applicable.
- c. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
- d. It is a condition precedent to coverage under this policy that you obtain our written consent before you admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award, agreement or other means of disposing of any claim or "suit" or any portion of any claim or "suit".

##### 2. The following Conditions are added:

###### a. Computer System Protection

- (1) It is a condition precedent to coverage under this endorsement that at all times during the "endorsement period" you or your independent contractor shall:
  - (a) Maintain anti-virus software on any computer that is part of "your computer system" and update the protection at regular

intervals but no less than at least once every 30 days;

- (b) Maintain firewalls on any computer that is part of "your computer system" and connected to the Internet; and
- (c) Take reasonable security precautions when processing, storing, or transmitting credit card payment data or "personally identifiable information".

- (2) It is a condition precedent to coverage under this endorsement arising out of any "privacy breach" or "security breach" involving a laptop computer, external hard-drive, thumb-drive, PDA, flash storage device or data storage device that such laptop computer, external hard-drive, thumb-drive, PDA, flash storage device or data storage device is subject to regular strong encryption processes and protected by reasonable access controls to prevent unauthorized access to such hardware.

#### **b. Reimbursement**

In the event of a determination that there is no coverage under this policy, you agree to reimburse us for any and all "loss" and "breach notice response services" that we paid for any "privacy breach" or "suit" or portion of any "privacy breach" or "suit" that was determined not to be covered.

### **I. Additional Services**

The following **Additional Services** will reduce the available Limit of Liability and may exhaust it completely. Once the Limit of Liability shown in the Schedule is exhausted, we will have no further obligation to pay **Additional Services**:

#### **1. Privacy Breach Management Services**

In the event of a possible or actual "privacy breach" that may require you to comply with any "breach notice laws", we will provide you with "privacy breach management services" performed by the breach services consultants of our choice. The possible or actual "privacy breach" must be reported to us as soon as practicable after you first reasonably suspect or actual discovery of facts revealing a potential or actual "privacy breach" has occurred

"Privacy breach management services" are available as needed for any one "privacy

breach" for up to 12 consecutive months from the inception of the service. "Privacy breach management services" are available to you regardless of whether or not you have actually suffered a "privacy breach" and whether or not an actual "suit" under this endorsement results.

#### **2. Identity Restoration Case Management Services**

In the event of a "privacy breach" that requires you to comply with any "breach notice laws", we will provide "identity restoration case management services" performed by a "fraud specialist."

"Identity restoration case management services" are available so long as any "identity fraud" related activity is first discovered by the "impacted individual" following a "privacy breach" under this endorsement.

"Identity restoration case management services" are available as needed for any "identity fraud" for up to 12 consecutive months from the inception of the service.

"Identity restoration case management services" are provided without regard to whether the person or persons committing the "identity fraud" are identified so long as the "impacted individual" is willing to complete a fraud victim affidavit and file a police report or incident report concerning the "identity fraud".

#### **3. Service Definitions**

- a. "Account takeover" means the takeover by a third party of one or more existing deposit accounts, credit card accounts, debit card accounts, ATM cards, or lines of credit in the name of an "impacted individual".
- b. "Fraud specialist" means an expert who will assist in resolving the fraudulent use, or suspected fraudulent use, of personal information and to restore it to pre-incident status to the extent possible and feasible under the law. This assistance may include contacting credit reporting agencies, credit grantors, collection agencies and government agencies or other activities needed to restore the identity information of the "impacted individual".
- c. "Identity fraud" means and includes any fraudulent activity associated with an "account takeover" or "identity theft" suffered by an "impacted individual".

- d. "Identity restoration case management services" means assistance to an "impacted individual" by a "fraud specialist" who will work on a one-on-one basis and provide help and guidance specific to the "impacted individual's" classification as an "account takeover" or "identity theft" victim.
- e. "Identity theft" means a fraud committed or attempted by a third party using the identifying information of another person without authority and resulting in the creation of one or more new accounts, or a new identity in public records (such as a driver's license) or elsewhere.
- f. "Privacy breach management services" means those services provided to you including:
  - (1) **Proactive Breach Preparation Services** - Tools, educational material information or requests for information that can be used to instruct staff and prevent and prepare for a "privacy breach".
  - (2) **Reactive Breach Response Services** - We will assist you with the handling and management of a "privacy breach". Such assistance may include guidance about best practices, documentation, or the overall process of responding to the "privacy breach". We may also assign breach services consultants to work directly with your breach management team, management or legal counsel.
  - (3) **Computer and Network Forensic Evaluation Consulting Services** - We will provide general consulting on technical aspects of the "privacy breach" including assistance with determining if and what type of specific computer and network forensics you should undertake. Computer and Network Forensic Evaluation Consulting Services does not include the actual performance of digital forensic services on "your computer systems" or networks and does not include suggestions or consulting regarding corrective actions to be taken by you to address inadequacies in "your computer system's" or network's security.

## J. Definitions

The following definitions apply to this endorsement:

1. "Breach notice legal and forensic expenses" means:
  - a. Fees\* incurred for the services of a third party computer forensics professional to conduct an investigation to identify whether data containing "personally identifiable information" was accessed by an unauthorized person as a result of a covered "privacy breach"; and  
 \*Not applicable and these fees are not included in this definition if the Schedule above shows that the Standard Level of Protection applies.
  - b. Attorney fees for an outside attorney to determine whether any "breach notice laws" apply and the obligations of such applicable laws, and assist you to comply with such laws, including but not limited to drafting notice letters to "impacted individuals".
2. "Breach notice law" means any governmental statute or regulation that requires an organization to provide notice to those individuals whose "personally identifiable information" was actually, or was reasonably believed to have been, accessed by an unauthorized third party.
3. "Breach notice response services" means any of the following expenses incurred by us, or by you with our prior written consent, with respect to "impacted individuals":
  - a. "Breach notice legal and forensic expenses";
  - b. "Notice fulfillment services" for "privacy breaches" requiring you to comply with any "breach notice laws"; and
  - c. "Credit monitoring services" for "privacy breaches" requiring you to comply with any "breach notice laws".
4. "Claim expense" means only those reasonable legal fees, costs or expenses incurred by us or you with our prior written consent, to defend or investigate a "suit". "Claim expense" does not include any salaries, overhead, lost productivity, or other internal costs, expenses or charges you incur; costs or expenses for mitigation of a "privacy breach" or "security breach"; the costs or expenses for or arising out of any security or privacy measures, controls, policies, procedures, assessments or audits; or the costs or expenses of any

- investigation of or compliance with any "breach notice law".
5. "Credit monitoring services" means twelve (12) months\* of "credit monitoring services" provided to each "impacted individual", but only if such individual actually enrolls for and redeems such services. This endorsement does not cover any expenses related to or arising out of "credit monitoring services" where an "impacted individual" has not enrolled for and redeemed such services. "Credit monitoring services" notify an affected individual by e-mail when there is any change or suspicious activity on a credit record on file with a credit reporting agency.  
\*Six (6) months if the Schedule above shows that the Standard Level of Protection applies.
  6. "Denial of service attack" means an intentional and malicious attack by a third party intended by such to block or prevent access to "your computer system" or a third party's computer system if launched from "your computer system."
  7. "Endorsement period" means the period of insurance beginning on the Inception Date identified in the Schedule, and ending on the earlier of the Expiration Date in the Schedule or the date the policy is cancelled or otherwise expires; provided that if no dates are included in the "Endorsement Period" section of the Schedule, "Endorsement Period" shall mean the period of insurance beginning on the inception date of the policy's policy period or period of insurance (however described), and ending on the earlier of the expiration date of the policy's policy period or period of insurance (however described) or the date the policy is cancelled or otherwise expires.
  8. "Impacted individual" means a natural person whose "personally identifiable information" was compromised as a result of a "privacy breach".
  9. "Interrelated events" means "privacy breaches" or "security breaches" which arise out of or have as a common basis any:
    - a. Related causes, circumstances, situations, events, transactions or facts;
    - b. Series of related causes, circumstances, situations, events, transactions or facts; or
    - c. Common pattern of conduct.
  10. "Loss" means:
    - a. Any amount which an insured becomes legally obligated to pay as compensatory damages resulting from a "suit" for a "privacy breach" or "security breach" (as applicable) to which this insurance applies and shall include judgments and settlements; and
    - b. "Claim expense."

"Loss" shall not include:

    - i. Fines or penalties imposed by law;
    - ii. Taxes;
    - iii. Punitive or exemplary damages or any damages that are multiples of compensatory or any other damages assessed against an insured;
    - iv. Equitable relief, injunctive relief, declarative relief or any other relief or recovery other than monetary amounts; or
    - v. Amounts or matters which may be deemed uninsurable under the law pursuant to which the policy shall be construed.
  11. "Malicious code" means any virus, Trojan, worm or other similar malicious software program, code or script (including without limitation any of the foregoing that are specifically targeted or generally targeted at multiple computers or networks) intentionally designed to infect and harm a computer system, harm data on a computer system, or steal data from a computer system.
  12. "Management personnel" means your officers, directors, risk managers, partners, managing members of an LLC, or staff attorneys (including without limitation any CIO, CSO, CEO, COO, GC, CISO, or CFO), or any individual in a substantially similar position, or having substantially similar responsibilities, as the foregoing, irrespective of the exact title.
  13. "Notice fulfillment services" means fulfillment services to provide notice to "impacted individuals" as required under applicable "breach notice laws", including printing services, email notice, media notice, mailing services and postage.
  14. "Personally identifiable information" means any of the following information in your care, custody and control, in electronic or paper form or media:
    - a. A person's first and last name, or first initial and last name in combination with: social security number, passport



- number or any other national identification number; drivers license number or any other state identification number; medical or healthcare data including protected health information; or any account number, credit or debit card number in combination with any required password or security code that would permit access to the financial account;
- b. Non-public personal information as defined in any "privacy regulation"; or
  - c. An Internet Protocol (IP) address where utilizing reasonable knowledge means you can identify a specific individual with such IP address.
15. "Privacy breach" means any of the following:
- a. Theft or loss of "personally identifiable information" in your possession or control; or
  - b. Your negligent failure to destroy or delete "personally identifiable information," or allow a person to access or correct his or her "personally identifiable information," in violation of your existing "privacy policy."
16. "Privacy policy" means your written and publicly disclosed policies identifying your practices for the collection, use, disclosure, sharing, allowing of access to, and correction of "personally identifiable information".
17. "Privacy regulation" means any statute or regulation addressing the control, use or protection of "personally identifiable information".
18. "Security breach" means:
- a. The inability and failure of your existing technical or physical security measures of "your computer system" to prevent unauthorized access to or unauthorized use of "your computer system" or a "denial of security attack";
  - b. Physical theft or loss of a data storage device that results in unauthorized access to "personally identifiable information", including a laptop computer\*; or
  - c. Transmission of "malicious code" from "your computer system" to a third party's computer system;\*
- \*Not applicable, and parts b. and c. are not included in this definition, if the Schedule above shows that the Standard Level of Protection applies.
19. "Suit" means a civil proceeding in which damages because of a "privacy breach" (for **Privacy Breach Liability Coverage**) or a "security breach" (for **Security Breach Liability Coverage**) to which this insurance applies are alleged; provided that "suit" shall not mean any action by any state, federal, local or foreign governmental entity.
20. "We", "us" or "our" means the insurer identified in the policy.
21. "You", "your", "yours", or "insured" means:
- a. The named insured specified in the policy acting within the scope of duties in connection with its business;
  - b. Any subsidiary of the named insured specified in the policy if at the inception of, and throughout, the "endorsement period", the named insured owns interests representing more than fifty percent (50%) of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, the management committee members of a joint venture or partnership, or the members of the management board of a limited liability company (as applicable), and only with respect to conduct which takes place while it is a subsidiary of the named insured, that is within the scope of its duties in connection with its business, and otherwise covered by this endorsement; and
  - c. Any employee of the named insured specified in the policy, but only with respect to acts within the scope of his or her employment by you.
22. "Your computer system" means any computer hardware, software or firmware, laptop computer, external hard-drive, thumb-drive, non-phone PDAs or flash storage device and components thereof including data stored thereon, that is:
- a. Leased or owned and which is under your direct operational control; or
  - b. Under the direct operational control of an independent contractor that provides services on your behalf to your clients or customers; provided that such independent contractor has agreed pursuant to a written contract with you to fully indemnify you for any claims, loss and costs arising out of any unauthorized access or use of such computer hardware, software or firmware, components and data.\*

Provided, however, "your computer system" does not mean or include any phone devices (including without limitation any smart phone).

\*Part b. not applicable and this definition does not include part b. if the Schedule above shows that the Standard Level of Protection applies.

**K. Special Limitation.**

If the Schedule above shows that the Standard Level of Protection applies, the most we will pay for a "payment card breach" is \$10,000. For purposes of this Special Limitation, "payment card breach" means any "privacy breach" or "security breach" actually or allegedly arising out of, related to, or in any way involving, any theft, loss, unauthorized access to, or unauthorized use, copying, alteration, destruction, deletion or damage of, payment card information, including without limitation, debit, credit, gift or prepaid card information, and any primary account number, service code, expiration data, magnetic stripe data, CAV2/CVC2/CVV2/CID numbers, PIN/PIN Block.

**COMMERCIAL GENERAL LIABILITY POLICY - QUICK REFERENCE**  
**READ YOUR POLICY CAREFULLY**

**The Commercial General Liability Policy consists of:**

**Declarations**  
**Common Policy Conditions**  
**Commercial General Liability Coverage Part**  
**Endorsements (If Any)**

**DECLARATIONS PAGE**

Named Insured and Mailing Address  
Policy Period  
Calculation of Premium  
Description of Business and Location  
Coverages and Limits of Insurance

**COMMON POLICY CONDITIONS**

Cancellation  
Changes  
Examination of Your Books and Records  
Inspections and Surveys  
Premiums  
Transfer of Your Rights and Duties  
Under This Policy

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Coverage C - Medical Payments  
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**SECTION II - WHO IS AN INSURED**

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**SECTION IV - COMMERCIAL GENERAL LIABILITY  
CONDITIONS**

Bankruptcy  
Duties In The Event of Occurrence, Claim or Suit  
Legal Action Against Us  
Other Insurance  
Premium Audit  
Representations  
Separation of Insureds  
Transfer of Rights of Recovery Against Others to  
Us  
When We Do Not Renew

**SECTION V - DEFINITIONS**

**ENDORSEMENTS, IF ANY**



ST 16 09 01 07

**NOTICE TO POLICYHOLDERS**  
**Abuse Or Molestation Exclusion**

*This notice does not provide you any coverage.  
Please read your policy to determine complete details of the coverages that you are  
provided.*

**PREMISES COMMERCIAL UNI-SAVER**  
**COMMERCIAL UMBRELLA LIABILITY**  
**COMMERCIAL GENERAL LIABILITY**

Your policy had an endorsement added: **CU 70 60 - Abuse Or Molestation Exclusion** or **CG 71 55 - Abuse Or Molestation Exclusion**. By adding this endorsement your policy no longer provides coverage for abuse or molestation.

If you have any questions regarding these changes, please contact your agent.

Thank you for doing business with United Fire Group.

ST 16 09 01 07

**Want to view your policy, billing and claims information online?**

**Need to pay your bill or report a claim?**

**Visit our website at [www.ufgPolicy.com](http://www.ufgPolicy.com) today.**

As a United Fire Group policyholder, you have online access to your policy, billing and claims information at [www.ufgPolicy.com](http://www.ufgPolicy.com) - 24 hours a day, seven days a week. With improved tools, simpler navigation and enhanced content, finding the information you need on our website has never been easier.

At [www.ufgPolicy.com](http://www.ufgPolicy.com), you can accomplish a lot in a few clicks:

- View your insurance policy and other important forms
- Pay your bill
- Register for monthly EFT or RBP
- Turn off paper copies of your bill
- Request billing email alerts
- Report a claim and view previously submitted claims
- Read safety tips and information, including loss control materials

You also have the option of using Express Bill Pay to pay your bill online without logging on to our website - a great timesaving tool.

So, if you never had reason to go to [www.ufgPolicy.com](http://www.ufgPolicy.com) before, now would be a good time to check or rather "click" it out.

A brief registration process is required. If you need assistance, contact Web Help at 1-800-895-6253 between 8 a.m. and 4:30 p.m. CT Monday through Friday.

ST 16 57 07 09

**NOTICE TO POLICYHOLDERS**

**Blanket Exclusion – Designated Operations Covered By A  
Consolidated (Wrap-Up) Insurance Program**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), **the provisions of the policy (including its endorsements)** shall prevail.

Carefully read your policy, including the endorsements attached to your policy.

Your policy has an exclusionary endorsement attached:

**CG 71 65 – Blanket Exclusion – Designated Operations Covered By A Consolidated (Wrap-Up) Insurance Program**

**CU 70 64 – Blanket Exclusion – Designated Operations Covered By A Consolidated (Wrap-Up) Insurance Program**

This endorsement clarifies that coverage for this type of exposure is not provided under your policy.

Please review this exclusion.

If you have any questions regarding this change, please contact your agent.

Thank you for doing business with United Fire Group.

ST 16 57 07 09

## **IMPORTANT NOTICE – INTERNET SECURITY AND PRIVACY**

YOUR COMMERCIAL GENERAL LIABILITY POLICY, YOUR GARAGE LIABILITY POLICY, YOUR AUTO DEALERS POLICY, OR YOUR BUSINESSOWNERS POLICY NOW CONTAINS AN INTERNET SECURITY AND PRIVACY INSURANCE ENDORSEMENT THAT ADDRESSES IMPORTANT COVERAGE NOT OTHERWISE COVERED IN A COMMERCIAL GENERAL LIABILITY POLICY, GARAGE LIABILITY POLICY, AUTO DEALERS POLICY, OR BUSINESSOWNERS POLICY. **(NOTE: Please consult the insurance endorsement for Exact Coverage and Conditions Language. This coverage overview is not intended to replace policy language and no coverage is conferred by this explanatory overview.)**

### **Security Breach and Privacy Insurance Additional Coverage**

This new coverage provides First Party Coverage for **Breach Notice** and **Identity Theft Remediation** and Third Party Coverage for **Security Breach Liability** and **Privacy Liability**.

#### **Breach Notice Coverage and Identity Theft Remediation Coverage**

United Fire's Breach Notice Coverage provides assistance for expenses you incur to notify victims whose Personal Identification Information has been lost or stolen from your business. Our breach notice coverage will prepare you for the event of a potential breach and guide you through the process of notifying the affected individuals in the event of a breach.

Identity Theft Remediation coverage provides for the services of an Identity Theft Remediation Advocate to assist victims in resolving the fraudulent use of their Personal Identification Information.

Key coverages provided under our Breach Notice and Identity Theft Remediation Coverages include:

- Breach Notice Response
- Notice Fulfillment Services
- Legal Services
- Computer Forensics
- Identity Restoration
- Credit & Fraud Monitoring

#### **Security Breach Liability and Privacy Liability Coverage**

United Fire's Security Breach Liability provides protection to you when a computer virus or other malware is transmitted to a third party from a company computer when the third party makes a claim for or sues for damages.

Privacy Liability Coverage provides protection when individuals whose Personal Identification Information has been stolen from you and makes a claim for or sues for damages.

- Loss or Theft of Personal Identification Information (paper and electronic)
- Legal Defense from third party lawsuits
- Unauthorized access/use
- Transmission of or attack by a computer hacker/virus.

For further information on how to access these services (phone number, contact number, etc.) please read the applicable endorsement.

These coverages were endorsed on to your policy as we believe that recent events have demonstrated the perils associated with digitally stored data and that this endorsement will provide you with valuable protection and assistance at a reasonable cost. **Should you wish to decline this endorsement please notify your agent or UFG and you will receive a corresponding credit to your account.**

INTERLINE  
ST 18 34 01 15

## INTERNET SECURITY AND PRIVACY TRAINING NOTICE SAVE 15% ON YOUR ISAP RENEWAL

You have the opportunity to save 15% on your Internet Security and Privacy(ISAP) renewal premium by taking the Privacy Risk and Awareness Training. One discount per policy applied to your renewal. This discount is NOT applied to the current year's policy. The training course must be completed at least 60 days prior to your renewal.

To start your ISAP savings for your next renewal simply go to

<https://www.policytraining.net>

Information needed is as follows:

- Email address for a completion certificate to be emailed to you
- Policy number

Please note when entering your policy number you will need to include the four digit code located above your policy number, followed by a dash, then the policy number. Example shown below would be entered as

1234-60123456

1234 (4 digit code example)

<b>Policy Number:</b> 60123456
--------------------------------

The certificate of completion will be emailed to you for your records and your completion will automatically be recorded in our database. If for some reason you do not receive the 15% discount on your renewal policy, present the certificate to your insurance agent for processing and reconciliation.

## 2012 GENERAL LIABILITY MULTISTATE FORMS REVISION

### ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes in your policy. No coverage is provided by this summary nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

The major areas within the policy that broaden or reduce coverage, and other changes, are highlighted below. This notice does not reference every editorial change made in your policy. We have followed the policy sequence of provisions in setting out this material.

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01 04 13

##### I. EXCLUSIONS

###### A. BROADENING OF COVERAGE

1. Coverage A – Exclusion 2.c. (Liquor Liability) is revised to provide an exception with respect to allowing a person to bring alcoholic beverages onto the named insured's premises for consumption on the named insured's premises.
2. Coverage A – Exclusion 2.p. (Electronic Data) is revised to introduce an exception for liability for damages because of bodily injury.

###### B. OTHER CHANGES

1. Coverage A – Exclusion 2.c. (Liquor Liability) is revised to reinforce that the exclusion applies even if claims against an insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.
2. Coverage A – Exclusion 2.g. (Aircraft, Auto Or Watercraft) is revised to delete reference to "in the state".
3. Coverage A – Exclusion 2.q. and Coverage B – Exclusion 2.p. (Recording And Distribution Of Material Or Information In Violation Of Law) were previously added to your policy via mandatory endorsement. The endorsement contained an exclusion addressing injury or damage arising out of any action or omission that violates or is alleged to violate certain statutes, ordinances and regulations. This exclusion has been incorporated directly into your policy.
4. Coverage B – Exclusions 2.b. and 2.c. (Material Published With Knowledge Of Falsity and Material Published Prior To Policy Period) are revised to reference "in any manner", with respect to oral or written publication, for consistency with the definition of personal and advertising injury.

##### II. CONDITIONS

###### OTHER CHANGES

Condition 4. (Other Insurance) is generally revised so that the insurance provided is excess over any for which the named insured has been added as an additional insured, whether by endorsement or any other means.

##### III. DEFINITIONS

###### OTHER CHANGES

1. Definition 2. (Auto) is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.
2. Definition 12. (Mobile Equipment) is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.

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**OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM – COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR CG 00 09 04 13**

**I. EXCLUSIONS**

**BROADENING OF COVERAGE**

Exclusion 2.I. (Electronic Data) is revised to introduce an exception for liability for damages because of bodily injury.

**II. DEFINITIONS**

**OTHER CHANGES**

1. Definition 1. (Auto) is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.
2. Definition 10. (Mobile Equipment) is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.

**CG 00 35 04 13 – RAILROAD PROTECTIVE LIABILITY COVERAGE FORM**

**EXCLUSIONS**

**BROADENING OF COVERAGE**

Exclusion 2.f.(3)(a) (Pollution) is amended to expand the exception to the exclusion with respect to bodily injury or property damage arising out of fuel or lubricants for equipment used at the job location not just when they escape from such equipment.

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM CG 00 37 04 13**

**I. EXCLUSIONS**

**BROADENING OF COVERAGE**

1. Exclusion 2.c. (Liquor Liability) is revised to provide an exception with respect to allowing a person to bring alcoholic beverages onto the named insured's premises for consumption on the named insured's premises.
2. Exclusion 2.I. (Electronic Data) is revised to introduce an exception for liability for damages because of bodily injury.

**II. DEFINITIONS**

**OTHER CHANGES**

1. Exclusion 2.c. (Liquor Liability) is revised to reinforce that the exclusion applies even if claims against an insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.
2. Definition 1. (Auto) is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.
3. Definition 10. (Mobile Equipment) is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.

**MULTISTATE ENDORSEMENTS**

**A. BROADENING OF COVERAGE**

1. Electronic Data Liability Endorsement CG 04 37 is revised to introduce an exception to the electronic data exclusion in order to provide that the exclusion does not apply to liability for damages because of bodily injury.
2. Druggists Endorsement CG 22 69 is revised to introduce an exception for the administering of vaccinations.

**B. REDUCTIONS OF COVERAGE**

1. Additional Insured – Users Of Golfmobiles Endorsement CG 20 08 is revised to include a definition of the term golfmobile.



**2. Liquor Liability Exclusion Endorsements**

The following endorsements are revised to indicate that the liquor liability exclusion will apply if a named insured permits any person to bring any alcoholic beverages on the named insured's premises, for consumption on the named insured's premises:

**CG 21 50** – Amendment Of Liquor Liability Exclusion (for use with Commercial General Liability Coverage Part)

**CG 21 51** – Amendment Of Liquor Liability Exclusion– Exception For Scheduled Premises Or Activities (for use with Commercial General Liability Coverage Part)

**CG 29 52** – Amendment Of Liquor Liability Exclusion (for use with Products/Completed Operations Liability Coverage Part)

**CG 29 53** – Amendment Of Liquor Liability Exclusion– Exception For Scheduled Premises Or Activities (for use with Products/Completed Operations Liability Coverage Part)

3. Total Pollution Exclusion For Designated Products Or Work Endorsement **CG 21 99** is introduced to exclude coverage with respect to bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants which arises out of the product or work scheduled in the endorsement.
4. Amendment Of Personal And Advertising Injury Definition Endorsement **CG 24 13** is introduced to remove from the definition of personal and advertising injury the offense of oral and written publication, in any manner, of material that violates a person's right of privacy.
5. Total Pollution Exclusion For Designated Products Or Work Endorsement **CG 21 99** is introduced to exclude coverage with respect to bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants which arises out of the product or work scheduled in the endorsement.

**C. OTHER CHANGES**

1. Limited Product Withdrawal Expense Endorsement **CG 04 36** is revised, in part, to reinforce that the Participation Percentage is indicated in the Schedule and to reflect that the cost of the insured's participation in each product withdrawal will be borne by the named insured when due.
2. Primary And Noncontributory – Other Insurance Condition Endorsement **CG 20 01** is introduced to revise the Other Insurance Condition to indicated that coverage is provided to an additional insured on a primary and noncontributory basis, provided that certain requirements are met.

**3. Additional Insured Endorsements**

The following additional insured endorsements are revised to indicate that when these endorsements are attached to a policy, if coverage provided to the additional insured is required by contract or agreement, coverage to the additional insured will be afforded to the extent permissible by law and to the extent the named insured is required by the contract or agreement to provide insurance for the additional insured.

Additionally, if coverage provided to the additional insured is required by contract or agreement, the limits of insurance of the named insured's policy that are available to an additional insured will be limited to the extent required by the contract or agreement or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations, whichever is less:

**CG 20 03** – Additional Insured – Concessionaires Trading Under Your Name

**CG 20 05** – Additional Insured – Controlling Interest

**CG 20 10** – Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

**CG 20 11** – Additional Insured – Managers Or Lessors Of Premises

**CG 20 12** – Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision– Permits Or Authorizations

**CG 20 13** – Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision– Permits Or Authorizations Relating To Premises

**CG 20 18** – Additional Insured – Mortgagee, Assignee Or Receiver

**CG 20 23** – Additional Insured – Executors, Administrators, Trustees Or Beneficiaries

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- CG 20 24 – Additional Insured – Owners Or Other Interest From Whom Land Has Been Leased
- CG 20 27 – Additional Insured – Co-owner Of Insured Premises
- CG 20 29 – Additional Insured – Grantor Of Franchise
- CG 20 33 – Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You
- CG 20 37 – Additional Insured – Owners, Lessees Or Contractors – Completed Operations
- CG 29 35 – Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision– Permits Or Authorizations

#### 4. Professional Services Endorsements

The following endorsements are revised to expressly address, in part, claims alleging negligence or other wrongdoing in the hiring, employment, training, supervision or monitoring of others by any insured:

- CG 21 16 – Exclusion – Designated Professional Services
- CG 21 52 – Exclusion – Financial Services
- CG 21 56 – Exclusion – Funeral Services
- CG 21 57 – Exclusion – Counseling Services
- CG 21 58 – Exclusion – Professional Veterinarian Services
- CG 21 59 – Exclusion – Diagnostic Testing Laboratories
- CG 22 24 – Exclusion – Inspection, Appraisal And Survey Companies
- CG 22 32 – Exclusion – Professional Services – Blood Banks
- CG 22 33 – Exclusion – Testing Or Consulting Errors And Omissions
- CG 22 34 – Exclusion – Construction Management Errors And Omissions
- CG 22 36 – Exclusion – Products And Professional Services (Druggists)
- CG 22 37 – Exclusion – Products And Professional Services (Optical And Hearing Aid Establishments)
- CG 22 39 – Exclusion – Camps Or Campgrounds
- CG 22 43 – Exclusion – Engineers, Architects Or Surveyors Professional Liability
- CG 22 44 – Exclusion – Services Furnished By Health Care Providers
- CG 22 45 – Exclusion – Specified Therapeutic Or Cosmetic Services
- CG 22 48 – Exclusion – Insurance And Related Operations
- CG 22 69 – Druggists
- CG 22 71 – Colleges Or Schools (Limited Form)
- CG 22 72 – Colleges Or Schools
- CG 22 75 – Professional Liability Exclusion – Computer Software
- CG 22 76 – Professional Liability Exclusion – Health Or Exercise Clubs Or Commercially Operated Health Or Exercise Facilities
- CG 22 77 – Professional Liability Exclusion – Computer Data Processing
- CG 22 79 – Exclusion – Contractors – Professional Liability
- CG 22 80 – Limited Exclusion – Contractors – Professional Liability
- CG 22 87 – Exclusion – Adult Day Care Centers
- CG 22 88 – Professional Liability Exclusion – Electronic Data Processing Services And Computer Consulting Or Programming Services
- CG 22 90 – Professional Liability Exclusion – Spas or Personal Enhancement Facilities
- CG 22 91 – Exclusion – Telecommunication Equipment Or Service Providers Errors And Omissions
- CG 22 96 – Limited Exclusion– Personal And Advertising Injury – Lawyers
- CG 22 98 – Exclusion – Internet Service Providers And Internet Access Providers Errors And Omissions
- CG 22 99 – Professional Liability Exclusion – Web Site Designers
- CG 23 01 – Exclusion – Real Estate Agents Or Brokers Errors Or Omissions
- CG 31 15 – Construction Project Management Protective Liability Coverage

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5. Exclusion – Volunteer Workers Endorsement **CG 21 66** is revised to delete reference to "in the state" from Exclusion **2.g.** (Aircraft, Auto Or Watercraft).
6. Exclusion – Failure To Supply Endorsement **CG 22 50** is revised to expressly state that the exclusion also applies to the failure of any insured to adequately supply biofuel.
7. Pesticide Or Herbicide Applicator Coverage Endorsements **CG 22 64** and **CG 28 12** and Lawn Care Services Coverage Endorsement **CG 22 93** are revised to reflect a change in titles to Herbicide Applicator – *Limited Pollution* Coverage endorsements and Lawn Care Services – *Limited Pollution* Coverage.
8. Real Estate Property Managed Endorsement **CG 22 70** is revised to reinforce that the insurance provided is excess over any other insurance available, whether such insurance is primary or excess.
9. Colleges Or Schools Endorsements **CG 22 71** and **CG 22 72** are revised to expressly address, in part, claims alleging negligence or other wrongdoing in the hiring, employment, training, supervision or monitoring of others by any insured.
10. Waiver Of Governmental Immunity Endorsement **CG 24 14** is revised to reference that the endorsement also applies to the Owners And Contractors Protective Liability Coverage Part and the Railroad Protective Liability Coverage Part.
11. Amendment Of Insured Contract Definition Endorsement **CG 24 26** and Limited Contractual Liability – Railroads Endorsement **CG 24 27** are revised to reflect that the defined term insured contract addresses certain liability assumed by the named insured with respect to the tort liability of another party to the extent the assumption of the tort liability is permitted by law.
12. Principals Protective Liability Coverage Endorsement **CG 28 07** is revised to delete reference to "in the state" from Exclusion **2.c.(1)(e)(i)**.

#### 13. Liquor Liability Exclusion Endorsements

The following endorsements are revised to reinforce that the exclusion applies even if claims against an insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or providing or failing to provide transportation with respect to any person that maybe under the influence of alcohol:

**CG 21 50** – Amendment Of Liquor Liability Exclusion (for use with Commercial General Liability Coverage Part)

**CG 21 51** – Amendment Of Liquor Liability Exclusion– Exception For Scheduled Premises Or Activities (for use with Commercial General Liability Coverage Part)

**CG 29 52** – Amendment Of Liquor Liability Exclusion (for use with Products/Completed Operations Liability Coverage Part)

**CG 29 53** – Amendment Of Liquor Liability Exclusion– Exception For Scheduled Premises Or Activities (for use with Products/Completed Operations Liability Coverage Part)

#### 14. Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

The following forms are introduced to clarify that coverage is not intended to cover damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

**CG 21 06** - Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability – With Limited Bodily Injury Exception (for use with Commercial General Liability Coverage Part)

**CG 21 07** - Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability – Limited Bodily Injury Exception Not Included (for use with Commercial General Liability Coverage Part)

**CG 21 08** - Exclusion – Access Or Disclosure Of Confidential Or Personal Information (Coverage B Only) (for use with Commercial General Liability Coverage Part)

**CG 33 53** - Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability – With Limited Bodily Injury Exception (for use with the Owners and Contractors Protective Liability and Products/Completed Operations Liability Coverage Parts)

**CG 33 59** - Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability – Limited Bodily Injury Exception Not Included (for use with the Owners and Contractors Protective Liability and Products/Completed Operations Liability Coverage Parts)

**CG 33 63** - Exclusion – Access, Disclosure Or Unauthorized Use Of Electronic Data (for use with the Electronic Data Liability Coverage Part)

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**COMPANY SPECIFIC PROPRIETARY FORMS**

The following company specific proprietary forms are being amended to include the applicable revisions being made in the ISO counterpart forms. Any broadening of coverage or reduction of coverage will also affect these forms.

- CG 70 15** - EXCLUSION - PROFESSIONAL SERVICES AND ERRORS AND OMISSIONS
- CG 70 85** - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
- CG 70 86** - ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
- CG 70 87** - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU
- CG 70 88** - ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU
- CG 70 89** - ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT
- CG 71 02** - LIABILITY PLUS ENHANCEMENT
- CG 71 03** - ULTRA LIABILITY PLUS
- CG 71 08** - MN - LIQUOR LIABILITY COVERAGE
- CG 71 09** - LIQUOR LIABILITY COVERAGE ENDORSEMENT
- CG 71 11** - LA - LIQUOR LIABILITY COVERAGE
- CG 71 17** - ADDITIONAL INSURED - GRANTOR OF LICENSES - AUTOMATIC STATUS WHEN REQUIRED BY LICENSOR
- CG 71 18** - ADDITIONAL INSURED - GRANTOR OF LICENSES
- CG 71 31** - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
- CG 71 38** - ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR SURVEYORS
- CG 71 39** - ADDITIONAL INSURED - VENDORS
- CG 71 40** - ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR SURVEYORS
- CG 71 41** - ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED
- CG 71 50** - CONTRACTORS BLANKET ADDITIONAL INSURED - LIMITED PRODUCTS - COMPLETED OPERATIONS COVERAGE
- CG 71 51** - BROADENED LIABILITY PLUS
- CG 71 56** - IL - LIQUOR LIABILITY COVERAGE
- CG 71 74** - WINERY LIABILITY PLUS ENDORSEMENT
- CG 71 76** - CONTRACTORS BLANKET ADDITIONAL INSURED - LIMITED PRODUCTS - COMPLETED OPERATIONS COVERAGE
- CG 71 77** - OIL LEASE WORKSITE LIABILITY PLUS
- CG 71 78** - OIL LEASE WORKSITE ULTRA LIABILITY PLUS
- CG 71 79** - OIL LEASE WORKSITE BROADENED LIABILITY PLUS (AZ ONLY)
- CG 71 85** - LICA ULTRA LIABILITY PLUS ENDORSEMENT
- CG 71 98** - MANUFACTURERS EXTENSION ENDORSEMENT
- CG 72 00** - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS (AZ, NV & OR ONLY)
- CG 72 01** - EXTENDED ULTRA LIABILITY PLUS
- CG 72 03** - MICRO-BREWERY LIABILITY PLUS
- CG 72 06** - TEXAS MICRO-BREWERY ULTRA LIABILITY PLUS
- CG 72 08** - TEXAS EXTENDED ULTRA LIABILITY PLUS

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**CG 72 13** - EQUIPMENT SALES AND RENTAL ULTRA LIABILITY PLUS ENDORSEMENT

**CG 72 28** - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT  
introduced to provide additional insured status to those parties whom the named insured is obligated in writing in a contract or agreement to name as an additional insured.

**CG 72 29** - OIL OR GAS OPERATIONS - NONOPERATING, WORKING INTERESTS

**IL 71 05** - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

introduced to revise the Other Insurance Condition to indicated that coverage is provided to an additional insured on a primary and noncontributory basis, provided that certain requirements are met.

#### **DISCONTINUED COMPANY SPECIFIC PROPRIETARY FORMS**

The following company specific proprietary forms have been removed from the forms library and replaced by the appropriate form indicated. The replacement form provides identical coverage to the discontinued form.

**CG 70 96** - PRIMARY ADDITIONAL INSURED'S AMENDATORY ENDORSEMENT - REPLACED BY IL7105 OR CG2001

**CG 71 52** - TEXAS ULTRA LIABILITY PLUS – REPLACED BY **CG 71 03**

**CG 71 53** - LOUISIANA LIABILITY PLUS – REPLACED BY **CG 71 02**

**CG 71 71** - PRIMARY ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS – REPLACED BY **CG 70 85** AND **IL 71 05** OR **CG 20 01**

**CG 71 72** - PRIMARY ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION – REPLACED BY **CG 71 31** AND **IL 71 05** OR **CG 20 01**

**CG 71 73** - LA - ULTRA LIABILITY PLUS – REPLACED BY **CG 71 03**

**CG 71 80** - LOUISIANA OIL LEASE WORKSITE LIABILITY PLUS– REPLACED BY **CG 71 77**

**CG 71 81** - LOUISIANA OIL LEASE WORKSITE ULTRA LIABILITY PLUS– REPLACED BY **CG 71 78**

**CG 71 82** - TEXAS OIL LEASE WORKSITE ULTRA LIABILITY PLUS– REPLACED BY **CG 71 78**

**CG 71 99** - LOUISIANA MANUFACTURERS LIABILITY EXTENSION – REPLACED BY **CG 71 98**

**CG 72 04** - OKLAHOMA EXTENDED ULTRA LIABILITY PLUS – REPLACED BY **CG 72 01**